



## FIDELITY GUARANTEE

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HIGH COURT

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### Current Topics.

#### The Retirement of Mr. F. A. Stringer.

IT WILL be seen from the report on another page of the presentation made by his colleagues to Mr. FRANCIS A. STRINGER, that he is retiring after a period of service in the courts not far short of sixty years. But, as Sir WILLES CHITTY said in making the presentation, the remarkable feature in his career is not its length, but the unique reputation he has established as a master of practice—in particular so far as it affects the Central Office. Coming from one who has the reputation which Sir WILLES CHITTY has himself established, this is no ordinary praise, but we believe it coincides with the opinion of all those who have come in contact with Mr. STRINGER in professional business. The administration of civil justice can never, in the complicated life of a modern community, be a simple matter, and amid the difficulties of the Rules of Court it has been a great advantage to have an official presiding over the initiation of proceedings who was himself a master of the practice, and who was ever ready to smooth the way for others. It may be a case of "the daily round, the common task," but the service rendered is none the less useful and appreciated.

#### The Divorce Lists.

THE P. D. & A. Division lists for the present sittings which have now been issued, shew a slight diminution as compared with last Michaelmas lists. The total number then was 2,741. Now it is 2,551. The majority, of course, are divorce cases, but by a statistical failure in the division no distinction is made between probate and divorce causes, although Admiralty actions are given separately. Why this should be we do not know, and if any official in that division is interested in accuracy of statistics, it would be easy to effect the necessary re-arrangement of the figures. But taking probate and divorce together, and remembering that the great bulk of the cases are divorce, the total is 2,459, as against 2,628 at Michaelmas. If we go back two years to Hilary, 1919, the number was 654; at Hilary, 1918, 579; two years earlier—Hilary, 1916—it was 217. At the last Hilary sittings before the war—1914—it was 374.

### The Increase in Divorce Causes.

THE RECENT increase is perhaps the most remarkable event in litigation which judicial statistics shew. It is, of course, due to the Poor Persons Rules, and to the effect they are having in making divorce procedure available for the poor as well as the rich. Incidentally it informs the public of the necessity there is for this procedure, and it suggests that the circumstances which give rise to this necessity cannot long be confined within the limits of the Matrimonial Causes Act, 1857. Effect will have to be given to the recommendations of the late Lord GORELL's Commission.

### The New Provincial Jurisdiction in Divorce.

BUT THE immediate practical question is concerned with the working of the provincial divorce jurisdiction which has been introduced by the Administration of Justice Act, 1920. Of the present probate and divorce causes, 2,103 are undefended and 347 are defended. How many are poor persons' cases does not appear, but this is a distinction which might very well be made in the figures. If all country undefended cases and all country poor persons' cases, whether defended or not, are—in accordance with Lord BIRKENHEAD's statement—to go to the assizes, this should mean that far the greater part of the 2,459 cases will be transferred to the county. Whether this will actually be done or not is another question. Decentralization of business upsets various interests and is not easily accomplished. And it remains to be seen whether—in spite of much opinion to the contrary—the assizes are suitable for provincial divorce business. The whole matter, indeed, is in the experimental stage.

### Administration Bonds.

PERHAPS the provision of the Administration of Justice Act which is most exercising the minds of practitioners is that relating to Administration Bonds. It is as follows:—

18.—(1) All bonds given after the commencement of this Act under section eighty-one of the Court of Probate Act, 1857, shall be taken to or for the use of His Majesty, and, subject as aforesaid, shall be in such form as the President of the Probate, Divorce, and Admiralty Division of the High Court may by general or special order direct.

(2) Any bond given under the section aforesaid before the commencement of this Act may be enforced in the same manner in all respects as if it had been taken to or for the use of His Majesty.

Under section 81 of the Act of 1857, bonds are to be given to the "Judge of the Court of Probate," to ensure for the benefit of the judge for the time being, and under section 83, upon proof that the condition of the bond has been broken, he may assign it to some person for enforcement, who recovers as trustee for all persons interested. Bonds are now given to the President of the P. D. and A. Division, but, we believe, difficulty has from time to time arisen during vacancy in the office, and probably the present section is meant to remove this difficulty. We understand that no order under the section has yet been made, but it will be seen that any such order is "subject" to bonds being given to or for the use of the Crown, and since 23rd December last, when the Act was passed, this requirement has been operative. Bonds given before 23rd December may be enforced as if taken to the Crown; but bonds given to the President since that date are not provided for. Obviously an interval should have been allowed before the section came into operation. However, some change must at once be made, and it would seem to be sufficient to leave the name of the President in the form of bond as at present, and to add where appropriate, "to the use of His Majesty King George V." Subject to this being done, it can be left to a future order to settle whether the bond is to be taken to the Crown direct, or to some person, to be designated by the order, to the use of the Crown. This is by way of suggestion only. The Registrars of the Probate Division ought at once to publish the form of bond which they intend to require under the Act. A form of a bond to the Crown will be found in the Encyclopaedia of Forms and Precedents, Vol. 2, p. 561, but the long description of the King there used—Defender of the Faith, &c.—is out of place, and should be avoided.

### From Praetor to Proconsul.

LORD READING's appointment as Viceroy of India is a novel and interesting departure from conventional precedents. But it will be welcomed by broad-minded men, not merely because of its own intrinsic merits, but because it indicates a tendency of the new age, which is not without its value. In ancient Rome, when a magistrate had served as Praetor—i.e., as one of the two supreme judges—he was not relegated for life to judicial obscurity. On the contrary, he went forth to rule a province as its chief executive head. When experience had been gained of other than purely Roman affairs in that high office, he returned to Rome, and became a candidate for the consulship, *anglice*, premiership. The law and the constitution of the Romans show in their intense practicality and their great elasticity—their adaptability to the wants of modern civilization and modern politics—the value of this wide experience gained by Rome's highest magistrates. It would seem as if Britain to-day, the country whose Empire most nearly resembles that of Rome, were unconsciously and unintentionally adopting something of the Roman practice. Probably, in the future, it will become not uncommon for chief justices and lord chancellors to abandon the dignity of scarlet and ermine, or of the woolsack, to do a statesman's work on the outskirts of English civilization.

### Mansfield's Grand Refusal.

IT WILL BE within the recollection of such of our readers as are historically minded, that the great Lord MANSFIELD, when Chief Justice, was offered and refused the premiership. MACAULAY has put down his refusal to constitutional over-cautiousness: he preferred the serene dignity of the King's Bench to the trials and dangers of political life in an age when the memory of STRAFFORD's end upon the scaffold yet survived, and impeachment of an unpopular politician was still a possibility. In later days, when his calm imperturbability on the bench provoked to fury a raging mob, MANSFIELD may have doubted whether his choice would save him from falling a victim to the passions of the populace. But the days of "Wilkes and Liberty" were still far distant when MANSFIELD received the offer of the premiership and made his grand refusal. The exact period is not accurately fixed, but there seems little doubt that it occurred when his quarrel with the Earl of CHATHAM forced GEORGE III to choose a minister from among the Tories; he certainly did well in preferring MANSFIELD to BUTE, TOWNSHEND, GREENVILLE, and NORTH, the Conservatives or ex-Whigs whom, subsequently, he had to use as his instruments. CAMPBELL regards as axiomatic MANSFIELD's refusal of the premiership, and, no doubt, Victorian memoirists would have been staggered at the translation of a judge to the government of a province.

### Lawyers in Supreme Office.

NOW THAT a member of the legal profession has been chosen as the fittest man for the most important and most difficult appointment in the Empire, the premiership always excepted, lawyers may be pardoned if they note that, whenever a specially difficult piece of work has to be done, the world—whether it loves lawyers or not—seems always to find it necessary to fall back on their services. The case of Mr. LLOYD GEORGE needs no emphasis; both of the premiers in the years when we weathered the storm of the great war were lawyers. So were the premiers of Australia, Canada, and South Africa, at any rate, after General SMUTS succeeded the late General BOTHA. Ireland, that sad scene of heart-rending difficulties, has had three Chief Secretaries since the date of the Armistice: each time a lawyer has been selected as the most suitable person for a task of difficulty and danger. Mr. SHORTT, Mr. IAN MACPHERSON, and Sir HAMAR GREENWOOD, were all practising barristers before public office claimed their services. In America, Mr. WOODROW WILSON, of course, was a lawyer, although he had long abandoned practice for the professorial chair; but even in the academic world he remained a lawyer—he lectured on International Law. Why this resort to the service of the lawyer in a difficulty? It is, we believe,

because the lawyer is at once a man of action, a diplomat, and enough of a scholar to estimate the value of theory aright. He is free from the narrow vision which the mere man of business and the professional politician are apt to possess. Hence his fitness for grand tasks.

#### Telephone Charges.

A CORRESPONDENT in *The Times* of the 10th inst. complains that "no Parliamentary sanction" exists for the new charges proposed by the Postmaster-General in the case of telephones. This, however, is a mistake. The Telegraph Acts, 1863-1911, give to the Postmaster-General the power he proposes to exercise, so that his actions are not based on the mere force of the prerogative, but on Parliamentary enactment. Telephones are within the definition of telegraphs given by the Telegraph Act, 1863, s. 3: *A.G. v. Edison Telephone Co. of London* (1880, 6 Q.B.D. 24). Indeed, even an arrangement of common bells, if used for signalling purposes, or a similar system of fire alarm signals, is a "telegraph" within the scope of those Acts: *Postmaster-General v. National Telephone Co. Ltd.* (1909, A.C. 269, 274). The Postmaster-General, by himself or his deputies, has the monopoly of running a telegraph or telephone system, subject to certain exceptions: Telegraph Act, 1869, s. 4. But various special statutes provide conditions in accordance with which he may license or delegate to licensees the operation of a telephone system (Telegraph Act, 1899, etc.). Section 2 of the Telegraph Act, 1885, empowers the Postmaster-General to fix the charges to be paid. The regulations which have been in force fixing charges up to date for telephones were issued in 1899 by virtue of the powers conferred in the case of telegraphs by section 2 of the Act of 1885. It cannot, therefore, be said that the new regulations are without Parliamentary sanction: they are made in due exercise of powers conferred by Act of Parliament. If complaint be made, however, that they have not been laid before Parliament for approval (a procedure not required or even provided for), the same criticism applies equally to the previous regulations made in 1899.

#### The Technical Meaning of Condonation.

THE COURT OF APPEAL have just affirmed by an unanimous judgment the much-criticised decision of the President in *Crocker v. Crocker* (*ante*, p. 153). Here a married woman was delivered of a child as the result of adulterous intimacy with an unknown man. Her husband, then on service in France, on learning of the fact, made enquiries, and received numerous letters from his wife, one of his children, and various other persons, entreating him to forgive her, and at first he consented to do so. "I will come to you and forget everything, if you promise you never do such a bad deed again," he wrote her. The wife accepted this offer of forgiveness, gave the required promise, and refused a situation as a domestic servant which she had sought. Then the husband received a further letter from his own father which advanced no new facts, but placed his wife's attitude in a light which convinced the husband that it would never be possible for him to forgive her. He accordingly withdrew his offer of forgiveness and took proceedings in divorce. The question was whether there had been "condonation." Now, it was held in an older case, *Keats v. Keats and Montezuma* (1859, 1 Sw. & T. 334), that mere forgiveness of adultery, when not followed by restoration of the wrongdoing spouse to his or her former matrimonial position, is not condonation. This view the court followed, and held that there had been no condonation. Condonation, in fact, resembles the discharge of a completed right of action: this can be discharged by "accord and satisfaction," but not by mere "accord." The reason is that there is no consideration for the discharge unless and until the accord is satisfied. A mere promise to forgive is a promise without consideration, and cannot equitably be held to deprive the injured party of his claim to the only legal relief he can, in practice, get, namely, rescission of the matrimonial contract.

#### Quantum of Consideration.

AN ATTEMPT to meet the difficulty as to absence of consideration was, in fact, made by counsel for the wife in *Crocker v. Crocker* (*supra*). It was argued that the wife had refused a situation she could have obtained, relying on the husband's promise. All the text-book lore as to the nature of "consideration" was prayed in aid, the well-known instances being quoted to show that the performance of "any act detrimental to the promisee," or "the refraining from accepting any benefit by the promisee," are sufficient consideration to support a contractual promise. Since, however, a guilty wife still retains a right to ask the court for alimony, if she is without means, the giving up of her situation did not necessarily mean the abandonment of any substantial benefit by her. And in any case, there was clearly no intention of the parties to enter into an agreement. The husband simply promised forgiveness if the wife would abandon any future intention to sin: he made no condition about giving up her proposed situation. On the whole, the justice and fairness of the decision seems obvious, although plausible legal grounds may be alleged against it.

#### A Precocious Lord Chancellor.

ALTHOUGH BACON found his way to the Woolsack, as ARTHUR BALFOUR found his way to the Premiership, by sheer force of the respect felt for a great intellect added to the advantage of birth within "the purple," and not by practical success in the Commons or in Westminster Hall, yet it would be a mistake to suppose that he was not a very learned lawyer and a formidable pleader. What strikes one most about him, as about many of the youth of his generation, is their extraordinary precocity. BACON was not sixteen when he was admitted to the Society of Gray's Inn, and after entering he went to France as attaché to Sir AMYAS PAULET, the Queen's Ambassador. He spent in France the years that modern bar-students would spend at their public school or at the universities. He kept terms in the midst of busy diplomatic avocations. And, in addition, he wrote masques to be acted by his fellow-students of the Inn, compiled collections of jests, and wrote legal and theological essays. Nor was he more precocious than other gifted boys of his day. The great HUGO GROTIUS, *nomen venerabile* to all who cherish the principles of international law, was at eleven the pupil of the learned jurist SCALIGER in the University of Leyden; at fourteen he was one of the associates who accompanied the Ambassador of the Dutch States GENERAL to Henry IV; at sixteen he was called to the Bar, published an edition of a Latin jurist with a learned commentary, and corresponded on theology with the leading divines of his age. Truly the Renaissance was a very forcing-house for the ripening wit of legal youth.

#### Lord Bacon in Gray's Inn.

WHEN BACON was eighteen, he returned from France and took up his quarters in Gray's Inn, long to remain his *pied-à-terre*. So early as 1586, when he was but five and twenty, he became a Bencher—probably a record, even for those days. Two years earlier he had entered Parliament for a Crown Borough. He got employment from the Government, "treasury briefs," we should say nowadays, but not so many as he would have liked. In fact, he began to entreat his uncle, Lord Burghley, to secure him more work—just as some young lawyers in the House of Commons, we believe, worry the Whips to secure them prosecutions on circuit. He had some practice of his own, but never a great deal: why, it is difficult to say, as he was very industrious, anxious to succeed at the Bar, and the son of a deceased Lord Keeper—the last always an advantage at the Bar. But solicitors in all ages have had a shrewd and judicious distrust of genius in an advocate; they feel that he may win the commendation of the Court and the admiration of his fellows, but will not win their cases. For genius is too fine a thing to throw itself into the arena, as the advocate must do, and merge itself in the personality of its client; there is something fastidious about genius, even forensic genius,

which prevents it making the most of its case. Perhaps an instinctive feeling that this was so with FRANCIS BACON made attorneys wisely distrustful of employing him.

#### Sub-Tenants and the Rent Restriction Act.

IT HAS BEEN held by the Divisional Court (ROWLATT and BAILHACHE, JJ.) in *Hylton v. Heel* (*Times*, 12th inst.), that where a tenant has given notice to quit and the notice has expired, and the landlord has agreed to let the premises to someone else, the landlord can recover possession under section 5 (1) (c) of the Increase of Rent, &c., Act, 1920, notwithstanding that there is a sub-tenant in possession to whom the premises have been "lawfully sub-let," and who is, therefore, *prima facie*, entitled to protection under section 5 (5). Reference was also made to section 15 (3). The county court judge had decided in favour of the defendant, the sub-tenant, and this seems to be in accordance with the Act. But the Divisional Court took the opposite view, and the difficulties of construction do not invite a confident opinion either way.

### Lord Reading: an Appreciation.

LORD READING's appointment to the Viceroyship of India is welcome news. It is safe to say that the Bar will view with regret the departure of one who had won golden opinions from all who practised in the courts: probably no one ever held the office of Lord Chief Justice and contrived to make so few enemies as Lord READING. Indeed, we doubt if he made a single enemy. Universal and unfailing courtesy; geniality which never descended to the lower status of familiarity and frivolity; a sincere humanity; a genuine and obvious desire to do level justice to all men—these were the well-marked judicial characteristics of the retiring Judge. But while regretting his loss to themselves, the legal profession will hail with satisfaction the gain to public life and to India. A born diplomatist, a clever financier, a liberal-minded, but practical man of the world, Lord READING possesses in himself all the qualities a great administrator most needs.

Of all modern Chief Justices, it is safe to say that none has so interested the public at large as Lord READING. This is chiefly because he was so many things besides a mere lawyer: the public does not greatly love mere lawyers. An instructive remark in one of WALTER BAGEHOT's literary essays, that on the "Edinburgh Reviewers," will explain what we mean. FRANCIS HORNER died at three-and-thirty without having done very much, and the whole House of Commons expressed regret at his death. BAGEHOT could not quite understand why. HORNER was a young Scotsman on the make, he says, and no one loves young Scotsmen on the make. He was an economist, and no true-blue English gentleman ever yet regretted the death of an economist. He is much more likely to be sorry that any economists were ever born. He was a lawyer, and no one is much interested when a lawyer dies. So, *a priori*, following BAGEHOT's suggestive hint, one would scarcely have expected the public to be much interested in Lord READING merely because he is a lawyer, an accomplished master of finance, and a successful man of the world. It is because he has been also a man of action, of versatile talents—at once, diplomatist and statesman as well as a successful lawyer—that the world at large has taken a real interest in his personality and career.

Indeed, Lord READING's career has been both varied and romantic; like Ulysses, he has seen many men and many cities. He began life by running away to sea, and spent his earliest years as a foremast hand. Then came a surprising sequel, ten years or so on the Stock Exchange. Let people say what they will, the Stock Exchange is one of the most romantic of professions. Speculation, like gambling, appeals to adventurous spirits, and such crowd in the little waiting room of the busy broker's office. Such an office, too, is filled with a never-ending throng of hangers-on—men who have travelled far and explored much, exploited or

attempted to exploit rubber and palm oil and copper and copra and gold in the farthest ends of the earth. The young and susceptible stockbroker moves in a world of adventure and romance at second-hand, not so different as some may suppose from the world of real adventure of which the schoolboy reads.

Next came a sudden shifting of the scenes. RUFUS ISSACS, as he then was, disappeared behind the scenes for a moment, only to be resurrected in the next act as a barrister. The romance of the Temple had appealed to his soul. And success came speedily to him—it often does come speedily to the high-spirited and the adventurous, provided they have capacity. In a slightly later generation Lord BIRKENHEAD, Mr. DOUGLAS HOOGH and Mr. PATRICK HASTINGS, have taught us the same lesson—that success, if it comes at all, comes quickly to the versatile and adventurous mind which has lived much in the world before it essays the Bar.

Ten years of ever-increasing work as a junior were followed by ten rich harvests of success as a silk. Then came a seat in Parliament, law officer for the Crown, and finally the office of Lord Chief Justice while still in the "early fifties." It looked as if Lord READING had found his mark and that the world had no more in store for him. But once more his horizon shifted with kaleidoscopic quickness. A great war broke out, the greatest in history. New and gigantic plans were necessary to save the world from financial panic and to maintain the fabric of national and international credit, gravely shattered by the war. Lord READING stepped into the breach. He worked out the Moratorium scheme, the currency and financial projects which made possible the capitalisation of our assets for war, and the delicate adjustments of credits and loans between England, France, and America. To him is due the successful financing of the war.

But his work did not end there. There came strained relations between England and America, misunderstandings and difficulties chiefly arising out of money matters and trade. A diplomatist was needed to prevent a difference from magnifying itself into a breach. Lord READING went to America as English Ambassador. Very soon he had smoothed over all difficulties and won golden opinions for us amongst our somewhat exacting allies.

Now another problem of equal magnitude has arisen: the reconciliation of East and West. India is the biggest difficulty of the Empire to-day, although for the moment Ireland may occupy most attention. To work through the Montagu Scheme of Reforms seems an almost hopeless task. The soldier and official regard them with the obstinate aversion of a superior caste who cannot bear to share power with inferiors. The Indian extremist sees in them an unsatisfying offer of the half-loaf of Representative Government under tutelage instead of the whole meal of Home Rule or Independence. Even the moderate natives who wish to work the new reform and show their capacity for further trust are mostly doctrinaires or academic men with little practical experience of affairs. To work the scheme without disaster and without anarchy is a task for a Hercules. That Lord READING at the age of sixty should be willing to attempt such a task far from his friends, in a tropical climate and at the risk of ruining a great reputation if he fails, shows a truly brave and adventurous spirit. Frankly, it is a spirit of adventure and romance which the plunger on the Stock Exchange shares with the Elizabethan hero. Lord READING as a deck-boy in a merchant vessel, as an operator on the Stock Exchange, as Viceroy of India, has shown that in each of those diverse capacities there is a clear, strong love of risk and adventure behind the lawyer's caution.

To explain success at the Bar is always a vanity. But granted a certain minimum of connection at the start and a fair endowment of brains, it may be said that one type of man always succeeds at the Bar, as elsewhere in practical life, and that is the man who possesses the elusive gift of "personality." Personality is a mixture of physical impressiveness and vitality, temperamental charm and moral dignity. It gives a man "prestige," and prestige is what counts with judges, jurymen and spectators at the Bar,

as in politics and in war, not to mention love. "Prestige" is the faculty of exciting interest by one's mere position and appearance. Men who do this, get a hearing. If they have ability, it is magnified in common report. Men crowd in to hear them when they are on their feet, just as they crowd to watch the grace and charm and vitality of a magnificent tennis-player. RUFUS ISAACS had this gift of personality. His straight figure, shapely, aquiline features, slow, dignified gestures, confident staccato voice, intense quickness of touch in the physical manipulation of reports, books, papers—all these made him a most interesting figure in any court in which he rose to conduct a case. To this must be added his great versatility and his complete lack of pedantry or conventional rhetoric. He was a successful advocate, but he would likewise have been, had it come his way, a successful soldier, and doubtless will prove a great administrator.

## General Smuts' Theory of the British Constitution.

### V. The Law and the Conventions of our Imperial Constitution.

THE American Revolution, the history of which we traced in our last article, had a far-reaching effect on the Law of our Constitution. It had, indeed, two effects, one conservative and one revolutionary. The conservative effect consisted in strengthening and fixing as final the modern legal doctrine that Parliament is supreme everywhere throughout the Empire. A statute of the British Parliament can alter any laws anywhere it pleases: there is no limit upon it, either under Colonial Constitutions, or under *Magna Carta*, or under the fundamental principles of Natural Justice and Equity. It can sweep all these aside. This view, which neither Coke nor even Blackstone would have admitted, is now unquestioned. We are, indeed, so familiar with it as one of the commonplace incidentally expounded by Professor Dicey in his masterly work, that its comparative dubiety and novelty in 1762 is no longer recognised. But by 1783, when the independence of the American Colonies was acknowledged, it had been universally accepted not only by lawyers and judges but by Whig statesmen such as Burke and Chatham and Fox. It never for a moment has since been questioned.

But at the same time another and quite different doctrine grew up. It became an accepted rule that every British colony, on attaining a certain elastic limit of population and prosperity, is entitled to demand responsible self-government as of right, and that thereafter its subjects, while remaining the subjects of the King, must not be taxed or legislated for except by their own Parliament. This doctrine was first set up by the Whig Government of Lord Melbourne in the case of Canada in 1838. It was followed in due course in the cases of Australia, New Zealand, Newfoundland, Cape Colony, and Natal. It is not now disputed. Such Imperial statutes as affect the colonies to-day, e.g., the Merchant Shipping Acts, are consolidating Acts, the precursors of which were enacted before the colonies attained self-government. To-day, no one would dream of interfering by a new statute of this kind with the liberties of each Dominion. Nowadays, when an Imperial statute is intended to affect every colony, no attempt is made to apply it directly to the Dominions and even to the Crown Colonies. It is left to these colonies to "adopt" the statute by means of a Dominion statute passed in their own Parliament. The recent statutory provisions for enabling married women to secure alimony against a deserting husband who has left one part of the Empire for another afford a good example of this principle.

Now this rule is not a rule of law. It is a political principle only. But, nevertheless, it is not a mere theoretical or practical doctrine of the statesman. It has a definite legal effect. In fact, it is one of those conventions of the Constitution to which Walter Bagehot and Professor Dicey first called attention. Such conventions—e.g., the rule that the Sovereign must act in accordance with the advice of his constitutional ministers, or that he must not now exercise his veto—are not part of the fixed law of this country. No law is broken by refusal to obey them. No judge will entertain a suit designed to enforce them. No court will pay any heed to them. But they have great legal importance all the same. They are, in fact, analogous to customs which have not yet been declared by judicial process to be part of the law of the land, but which have all the same immense indirect influence on the minds of judges and juries. In the long run, in private law, customs of this kind usually end up by getting judicial recognition by some transparent fiction which really revolutionizes the law under the guises of following precedents. In constitutional law this is hardly possible. But, in both cases, a convention is very apt to become part of the law by means of legislation; the convention is broken, the judges refuse to recognise it, there is an outcry of aggrieved public opinion, and Parliament passes a statute to amend the law by incorporating in it the convention.

An excellent illustration of this tendency of mere conventions to become laws is afforded by the Parliament Act of 1911. An ancient convention forbade the House of Lords to reject or amend money Bills. They had a legal right to do so if they chose. But, for 200 years, in deference to universal public opinion, they had refrained from exercising their legal right. In 1909 they did exercise it: they threw out the Lloyd-George land taxes. The result was that public opinion insisted on a change of the law. Two General Elections returned to power the party in office, which otherwise would probably have been defeated, and the House of Lords had to accept the Parliament Bill of 1911. This not merely gave legislative effect to the convention which forbids them to interfere with money Bills, but restricted their powers to reject other Bills as well.

The question has often been raised, what is the sanction of a Constitutional convention? Some writers have suggested that it is purely political, the fear of revolution if it is broken. Others, such as Professor Dicey, have suggested that the real sanction is the fact that breach of a convention nearly always results in breach of the ordinary law as well. This does not seem convincing. In our view, the sanction for a convention is the fact that public opinion so completely accepts it and supports it that, if it be broken, public opinion will insist on the Legislature amending the law so as to give legal effect to the convention. The penalty for breach usually is that the legal amendment seldom stops at merely putting the conventional rule on the statute book; it greatly extends and strengthens that rule. Thus the claim to tax or legislate for the American colonies was not followed merely by a statute declaring that no such right exists; it was followed by a statute embodying a treaty which recognised the complete political independence of America. The rejection of a money Bill by the House of Lords was followed by a statute which converted the absolute veto of that House into a mere suspensive veto. Were a British King to veto a Bill passed by both Houses, experienced statesmen would fear that such an act might result, not in the mere abolition of the Royal veto, but in the establishment of a Republic. Any attempt to coerce a self-governing Dominion to-day, no doubt, would equally end in an Imperial statute abolishing the political supremacy of the British Parliament and transferring it to some body representative of all the Dominions as well as the Mother Country.

The doctrine ascribed to General Smuts, then, cannot be dismissed by merely saying that the sovereignty of Parliament is supreme. Such is the legal doctrine. But it is hedged in with Constitutional conventions which restrict the operation of the rule *strictius*. Such conventions are more elastic than the law. They grow and change. New ones come into existence. They are a kind of constitutional equity, but as yet without any special courts to enforce them. Still, in certain cases, such a court of constitutional equity is visibly coming into existence. The Imperial Conference meets every five years and passes resolutions on Imperial matters which, in effect, are declaratory of the constitutional conventions, so far as they affect the Empire as a whole. The Imperial Conference, in substance, tends to exercise here a kind of extraordinary judicial power, like that of the medieval Chancellors, and to enforce it by means of the public policy carried out by the Colonial governments.

The question then is, whether the rule laid down by General Smuts can be said to be the correct definition of the constitutional convention to which it refers, and would be accepted as such by the other Dominions at an Imperial Conference. This is very doubtful. The view of General Smuts is that each Dominion is a separate sovereign state, owing allegiance to the King, and allied with the other parts of the Empire, but entitled to act with perfect independence and to sever that connection if it pleases—provided always the King in the Dominion Parliament does not veto a Colonial statute to that effect. This is a sweeping doctrine. It is opposed to two facts. First, Colonial Office Regulations govern the exercise of the Royal veto; this is exercised in certain cases in accordance with the advice of the British Secretary of State for the Colonies, not the local Prime Minister of the Colony concerned. Secondly, the Judicial Committee of the Privy Council is the supreme judicial arbiter and interpreter of the laws and customs of the British Constitution; its authority is universally recognised and accepted by Colonial Legislatures; it not infrequently declares unconstitutional and *ultra vires* the enactments which Dominion Parliaments have passed in breach of restrictions on their legislative powers as defined in the Imperial statute which granted their constitution. On the other hand, we have the striking fact that, in the League of Nations, each of the five great Dominions is recognised as a separate and distinct nation with its own representatives in the Assembly of the League. Such recognition seems tantamount to an admission by the parties signing the Covenant of the League that each such Dominion has the status of an independent sovereign state. The claim of Canada and other Dominions to send separate Ambassadors to friendly states is another move in the same direction.

On the whole, then, perhaps the best summary of the position is this: General Smuts' doctrine is not part of the Law of the Constitution. Neither is it as yet a full-grown and accepted part of the conventions of the Constitution. But it is probably an intelligent anticipation both of the law and of the conventions as they will be some fifty years hence. The doctrine will first get recognised as a convention; such anticipations help to bring about their own realisation. Then, when at last our Imperial Constitution does take the form of a written document, some such provision will probably get embodied among its terms. It is clear that our Federal Constitution of the future will not follow the lines of the American Constitution. The central powers will be severely limited. Rather, it will follow the lines of the Constitution drawn up by the rebel Confederates in 1861, which recognised almost complete sovereign power and independence in each of the nine Southern States which seceded and entered the Confederacy.

## Codification of Municipal Laws.

Liverpool Corporation Bill, 1920.

[COMMUNICATED.]

The complexities of modern Local Legislation are excellently illustrated by the above Bill which is being promoted by the City of Liverpool. The draft Bill contains thirty-four parts, divided into 701 sections and six schedules; the body of the Bill occupies 623 pages, and there are eighteen pages displaying the "arrangement of sections."

The three objects of this portentous document are—

- (i) Consolidation of the existing Local Acts and Orders.
- (ii) Unification of Poor Law areas and consolidation of rates and their collection.
- (iii) New Powers.

The Unification of Unions and Parishes and the rates seem mainly matters of local importance and occupy a small part of the Bill, although the reform of the rates would appear to be one which might be generally applied to all large Local Authorities. With regard to (i) it is pointed out that there are 227 Local Acts and Orders now in force in the City of Liverpool containing 6,065 sections and 133 schedules, and the continued existence of these enactments which go back to Queen Anne (1709) render it "extremely difficult not only for Parliament but even for the legal advisers of the Corporation to ascertain the Corporation's powers" to say nothing of those unfortunate local practitioners who have to advise their clients where the powers of the Corporation are concerned. The compilation of the consolidating part of the Bill has, no doubt, been very skilfully done, and it is said that it preserves all the existing powers of the Corporation; but without a prolonged and exhaustive examination of some 600 sections he would be a rash prophet who should say that no change in the law has been effected, or that no additional powers have been conferred on the Corporation.

As to the New Powers, the Bill contains many common form clauses recently granted by Parliament in connection with Water, Tramway, Electricity, Baths, Buildings, Fire, Celluloid, Lying-in Homes, Street Offences, etc. (The part of the Bill dealing with Venereal Disease has been abandoned in the face of strong opposition).

It seems fairly obvious that if the new provisions are what are called "common form clauses," they should not be applied only to those towns and cities which choose to promote a Bill creating new duties and new offences, but that there should be a public Bill—on the lines of the Towns Police Clauses Act or the Lands Clauses Act—which should apply all over England. It is absurd that what is an offence in Liverpool should not be an offence in Bootle, i.e., on the opposite side of the street, or in the County of Lancashire on the other side of the road. If such an Act was passed, the labours of everybody concerned would be much lightened and great expense saved.

In the meantime, if Liverpool followed the example of Manchester and published all its Acts and Orders and, above all, its Bye-laws in a Municipal Code with a good index, the greater part of this monster Bill would be unnecessary, and the ratepayers would save many thousands of pounds as well as run no risk of losing some of those local powers which safely lurked unseen in old Local Acts, but when set out in 1921 in the cold, dry light of a modern Bill in Parliament may strike the lawyer and the House of Commons with something more than surprise.

The prospect of all the large Local Authorities promoting huge Bills of this character may be an attractive one from the point of view of the Parliamentary Bar, but it does not look as if it would lead to economy or to uniformity. This new departure demands the most careful scrutiny on the part of the Local Government Board and every lawyer who has to advise his client as to the powers of a Local Authority.

In conclusion, it may be well to point out that the procedure laid down by Parliament and by the Borough Funds Acts is wholly unsuited to a Bill of this character and magnitude. To send a copy of the Bill to each councillor a few days before the meeting of the Council called to approve the Bill, to advertise that a copy of the Bill can be inspected at the Town Clerk's Office and to call a Town's meeting of Electors—the population of Liverpool being over a million and the room holding, perhaps, 250 persons—are obviously illusory safeguards of the public interest, and it is clear that the whole system of Municipal Legislation requires drastic re-consideration.

## Res Judicatae.

*Nullum Tempus occurrit regi.*

An interesting illustration of the potency and wide effect possessed by the ancient common law and statutory privilege of the Crown, expressed by the maxim *Nullum tempus occurrit regi*, is to be found in a case of last year, *H. M. Works and Public Business Commissioners v. Pontypridd Masonic Hall Co.* (1920, 2 K.B. 233). The case also illustrates the practical hardships which may result from the rule. Here the plaintiffs, an unincorporated body with the status of a Public Department, hired the defendants' hall to use it for county court purposes. After the expiry of the term fixed in the agreement, the Department continued to pay rent, although no longer using the premises. The defendants accepted; it is a delicate matter to refuse a payment of this kind from the Crown, since no one knows what object it may have in desiring to continue its rights over the premises, or what power it may fish up from the common law

doctrine of the Prerogative, or some obscure statutory source in support of a claim to such continuing title. After a number of years the Department claimed repayment of the money thus paid, alleging that they had been paid without authority by the inadvertence of a subordinate official; its claim was based on "money paid under a mistake of fact." The defendants who had not dreamed that the money was paid by mistake, had received it and spent it. To a normal plaintiff they could have successfully pleaded the Statute of Limitations as regards a large part of the claim; but the Court held that the plaintiffs were agents of the Crown and therefore not barred by any Statute of Limitations in accordance with the *Nullum Tempus* rule.

## Interest in a Public Contract.

In practice section 72 (1) of the Municipal Corporations Act, 1881, is a very troublesome section to many well-meaning and perfectly disinterested persons. The sub-section provides that "a person shall be disqualified for being . . . a councillor, if and while he . . . (c) has directly or indirectly by himself or his partner, any share or interest in any contract or employment with, by, or on behalf of the Council." The object of the statute is excellent: it is intended to prevent public corruption such as is too common in some Transatlantic cities, by prohibiting the election to public office of persons whose interest might not be consistent with their duty. Unfortunately, the wording of the statute is so wide and so vague that it catches many persons who had no idea they were offending against its provisions. Moreover, in these latter days, when municipal corporations carry on an immense variety of trading functions not dreamed of in the philosophy of the House of Commons which enacted the section, it is increasingly difficult for any local man of business to avoid having some interest "direct or indirect," whether "by himself or by his partner," in such a wide subject-matter as any contract or employment with or by or on behalf of the Council. The recent case of *England v. Inglis* (1920, 2 K.B. 636) affords an instructive illustration of our remarks. Here a municipal councillor carried on the business of a jeweller and optician. His son, in his own name, contracted with the municipal corporation to supply spectacles to children in the elementary schools under the control of the Education Committee—now, of course, a committee of the municipal corporation. The son carried out the contract, bought the spectacles from his father, and paid for them out of his own money, with his own cheque, received in his own name payment for the spectacles from the corporation, and paid the sum so received into his own bank account. The spectacles were supplied in cases bearing the son's name but the father's business address. The father had no pecuniary interest whatever in the contract or the sales. Nevertheless, a County Court judge found that he had an "interest" in the contract, since it advertised his business. The Divisional Court upheld this finding of fact, holding that the statute does not contemplate merely "pecuniary interests," but any possible benefit, such as an advertisement, which a person may get out of a contract. The case is obviously a borderland case, and must affect large numbers of persons whose connection is in fact so remote that it is only by an accident they, or anyone else, ever discover that they are disqualified by an "indirect interest" in a public contract.

## The distinction between "Reasonable Care" and "Reasonable Skill".

A VERY fine distinction led to the dismissal of the plaintiff's action for damages in *Everett v. Griffiths* (64 Sol. J. 445). A medical practitioner had given a certificate as the result of which a justice made the usual "pauper lunatic detention order" in respect of the plaintiff; the certificate was given under section 16 of the Lunacy Act, 1890, and the order made under section 25 of the Lunacy Act, 1891. The plaintiff was in fact sane and in due course took proceedings against both the justice and the doctor. The former, of course, was protected by the Justices Protection Act, since he acted in the exercise of his judicial powers. As regards the doctor, the three judges of the Court of Appeal each took a different view. Lord Justice ATKIN, the dissenting judge, held that a doctor in such a case must use reasonable care and skill; he had failed to do so, and, therefore, could be sued for negligence. Lord Justice SCRUTON, on the contrary, held that the doctor was under no obligation to use either reasonable care or skill; the justice's order was the *causa causans* of the detention. And Lord Justice BANKES took the intermediate view. The doctor must use reasonable care but need not possess reasonable skill. This distinction is, surely, very fine.

## Books of the Week.

Excess Profits Duty. Excess Profits Duty and Corporation Profits Tax. By J. GAULT, Barrister-at-Law. Effingham Wilson. 16s. net.

The New Hazell Annual and Almanack, 1921. By T. A. INGRAM, M.A., LL.D. 36th year of issue. Henry Frowde, Oxford University Press; Hodder & Stoughton. 7s. 6d. net.

The sittings of the Judicial Committee of the Privy Council will be resumed on Tuesday next, when a list of 34 appeals will be proceeded with. The corresponding list for last year consisted of 32 appeals. To the present list India contributes 19 appeals, and South Africa, British Columbia, Newfoundland, Ceylon, Jamaica and China one each. There are also nine prize appeals. Fifteen judgments await delivery.

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## CASES OF LAST Sittings. House of Lords.

**FIFE COAL CO., LTD. v. SHARP or GREENWOOD or COLVILLE—  
SAME v. FYFE or GORDON.** 2nd and 17th December.

WORKMEN'S COMPENSATION—CLAIM BY DEFENDANTS—SHOT FIRER—  
BREACH OF STATUTORY PROHIBITION—RETURNING TOO SOON TO A  
MISSSED FIRED SHOT—WORKMAN PASSING BEYOND FENCE TO GET NAILS  
REQUIRED FOR HIS WORK—OVERCOME BY GAS—GENERAL REGULATIONS  
UNDER COAL MINES ACT, 1911, Nos. 4, 9—WORKMEN'S COMPENSATION  
ACT, 1906, s. 1 (1).

Two workmen were fatally injured—the one by the delayed explosion of a shot which had apparently missed fire and to which he went back too soon, and the other by attempting to pass along a level which had been fenced off as it was known that gas was present there.

Held, that in neither case were the employers liable to pay compensation to the dependants of the deceased men, as at the time of the accident each workman was going out of his sphere of employment, by the breach of the regulation, and had himself added a risk that was not reasonably incidental to his employment.

In the first case, John Colville, a stone miner in the appellants' employment, was engaged with another man in driving a road through sandstone in No. 1 pit, Lumphinnans. They were ordered to bore two shot holes in the sandstone face, and charge and fire the shots. It was thought that the fuse of only one of the shots had lighted properly, they both retired to a place of safety and one shot went off. They waited ten minutes, and then returned. While they were looking for Colville's strum his shot exploded and he was killed. The regulation forbidding a shot-firer in such circumstances to return until an hour had passed was exhibited in the mine. The arbitrator found that the respondents were liable to pay compensation to the dependants of Colville and the First Division found themselves in agreement with the arbitrator. In the second case, the workman Gordon required some battis nails for his work, and when going to fetch them from another part of the mine, he took a near cut and turned up a level which some five weeks before had been fenced with a board, because it was known that there was gas there. He had only proceeded a short distance, when he was overcome by the gas, and died before he was rescued. In this case the Sheriff-substitute (Ampherson) dismissed the claim, he found that Gordon had broken the regulations by going into the danger zone, and he did not find that in doing so he was acting in the interest of his employers. This decision was reversed by the First Division, who found that the man was acting in the interest of the Company, and that the accident did arise out of, and in the course of the deceased's employment, and that accordingly compensation was payable. The employers appealed in each case.

Lord BIRKENHEAD, C., after stating the facts, said, that in both cases the appeal must be allowed. He should have felt more difficulty in overruling *Conway v. Pumperton Oil Co.* (1911, S.C. 660; 4 B.W.C.C. 392) but for the decision in *Plumb v. Cobden Flour Mills Co.* (58 SOL. J. 184; 1914, A.C. 62) in which it appeared to be plain that Lord DUNEDIN had himself reached a similar conclusion. His Lordship had in the present case purposely abstained from laying particular stress on the circumstances that the rule violated by the workman was of statutory origin, because on principle no distinction could logically be drawn between a prohibition founded upon statute and one imposed by the employer to regulate the employment. It was no doubt true that a statutory prohibition would be the more authoritative, since it could not be made the subject of waiver, or of informal modification. But where a prohibition for which the employer was responsible, in matter and comparable with those under decision, was brought clearly to the notice of the workman, his breach of it took him outside the sphere of his employment so that the risk in which he involved himself had ceased to be reasonably incidental to that employment.

Lords FINLAY, DUNEDIN, ATKINSON and SHAW, gave judgments to the like effect, and the appeals were accordingly allowed.—COUNSEL for the Fife Company's first appeal: *Condie Sandeman*, K.C., with R. J. Wallace, (both of the Scottish Bar) and in the second appeal, with H. W. Beveridge; *Moncrieff*, K.C. and *David R. Scott* (both of the Scottish Bar) for the respondents in both appeals. Agents for the Company: *Beveridge & Co.*, for *W. T. Craig*, Solicitor, Glasgow, and *Wallace & Hegg W.S.* Edinburgh; for the workmen: *P. F. Walker* for *Macbeth Currie & Co.*, Solicitors, Dunfermline and *Alexander Macbeth and Co.*, S.S.C. Edinburgh.

[Reported by ERSKINE REID, Esq., Barrister-at-Law.]

**ARCHIBALD RUSSELL, LTD. v. CORSER.** 6th and 17th December.  
WORKMEN'S COMPENSATION—INDUSTRIAL DISEASE—LOSS OF EYE—  
CERTIFICATE OF CERTIFYING SURGEON—WORKMEN'S COMPENSATION  
ACT, 1906 (6 Edw. 7, c. 58), s. 8.

A workman contracted from his work ulceration of the corneal surface of his eye and the eye was removed on the 9th June, 1919. He then applied to the certifying surgeon of the district for a certificate under s. 8 s.s. (1) of the Act, who gave a certificate as follows: "I . . . hereby certify that having personally examined James Corser on the 3rd July, 1919, I am satisfied that he is suffering

from a disease to which the Workmen's Compensation Act applies [namely ulceration of the corneal surface of the eye due to tar pitch, bitumen, mineral oil or paraffin or any compound product or residue of any of these substances] and is thereby disabled from earning full wages at the work at which he has been employed, and I certify that the disablement commenced on the 21st day of April 1919." As "leading symptoms of disease" the surgeon certified, "He has lost his right eye as the result of corneal ulceration." The employers submitted that on the language used in the certificate it was bad, inter alia, because the certifier could not certify on the basis of examination as required by the section that "the workman is suffering" from the disease since the eye had already been removed.

Held, that the question being one entirely for the certifying surgeon the certificate must be deemed to be valid.

Decision of the First Division of the Court of Session, reported 57 S.I.R. 524, affirmed.

Appeal by the employers, who own Millhall Colliery, Stirlingshire, from an interlocutor of the judges of the First Division of the Court of Session re-calling an award in their favour by the Sheriff-substitute (Leslie) at Stirling.

Without hearing counsel for the respondent, judgment was reserved.

Lord BIRKENHEAD, C., in moving the appeal should be dismissed, said that the respondent was a labourer, forty-one years of age, who on the 21st April, 1919 was employed by the appellants in breaking up blocks of pitch for the manufacture of briquettes. On that day, alarmed by eye trouble, he left his work. He went as an inmate to the Glasgow Eye Infirmary; remained there for five weeks; and on the 9th June, 1919, his eye was removed. On the 3rd July, 1919, he obtained from Dr. Murray, the certifying surgeon for the district, the following certificate [His Lordship read the certificate as set out in the head note]. The appellants appealed to the Medical Referee against the certificate, who, holding that it was a matter of proof, dismissed the appeal. The arbitrator found the following facts: (1) that the certificate of the 3rd July was not a certificate of the alleged disablement as required by s. 8 (1) of the Act; (2) that the decision of the Medical Referee did not make the certificate effective. The arbitrator dismissed the application in a note of which the following were the material parts: "The certificate is on the face of it self-contradictory. A man who on the 3rd July had no right eye, could not on that date be suffering from ulceration of the right eye (*Mapp v. Straker*, 7 B.W.C.C. 18). I allowed medical evidence to the effect that without an eye there could not from personal examination by a diagnosis be ulceration. . . . It was contended for the pursuer that, an appeal having been taken to the Medical Referee and dismissed, there was an end to all challenge of the certificate. But the appeal does no more than confirm the original certificate. It cannot make good what really was not a certificate." The following questions were submitted by the arbitrator for the opinion of the Court: (1) Was I justified in finding that the certificate of the 3rd July was not a certificate of disablement as required by s. 8 (1) of the statute? (2) If the first question is answered in the affirmative, was I justified in finding that the decision of the Medical Referee did not make the certificate effective? Under s. 8 (1) where the conditions of the Act were satisfied the workman became entitled to compensation, as if the disease were a personal injury by accident arising out of and in the course of his employment." Under the same conditions, the disablement was "treated as the happening of the accident." He found himself unable to accept the conclusion of the Sheriff-substitute and was in agreement with the majority of the judges of the First Division.

Lords FINLAY, DUNEDIN, ATKINSON and SHAW were of the same opinion, and the employers' appeal was accordingly dismissed.—COUNSEL for the appellants: *Condie Sandeman*, K.C., *T. Graham Robertson* (both of the Scottish Bar), and *H. W. Beveridge*; for the respondent: *Macquisten*, K.C. (of the Scottish Bar), and *Thos. Scanlan*. AGENTS: *Beveridge & Co.*, for *W. & J. Burnet W.S.* Edinburgh, and *W. T. Craig*, Solicitor, Glasgow; for the respondent: *Herbert Z. Deane* for *R. D. C. McKechnie*, Solicitor, Edinburgh, and *Thos. Scanlan & Co.*, Solicitors, Glasgow.

[Reported by ERSKINE REID, Esq., Barrister-at-Law.]

## Court of Appeal.

**WAKE and DE FREVILLE LTD. v. MOTOR TRADE ASSOCIATION and Others.** 2nd, 3rd, 4th, 5th, 8th, 9th November and 20th December.

CAUSE OF ACTION—TRADE UNION—MANUFACTURERS—CONSERVATION OF PRICES—THREAT TO PUT ON "STOP LIST"—INJUNCTION.

The defendants, an association or trade union of motor manufacturers, published what was called a protected list of prices at which motor and motor accessories were to be sold by their members. They also published periodically a list called a "stop list," containing the names of traders who sold at prices different from those in the protected list. Any person or firm so named, or those dealing with them, were not to be supplied, directly or indirectly, by members with the articles named. The plaintiffs, who were not members of the association, acted as agents for selling a new motor car belonging to a person who was not a member of the association, and they advertised the car for sale at a price in excess of that which such a car was listed at in the protected list. The defendants thereupon threatened to put the plaintiffs' name in the stop list, and, after correspondence, in fact did so.

*Held, that in the absence of evidence that the defendants had acted otherwise than bona fide in the interest of their members, the defendants had not committed a wrongful act in attempting to prevent the plaintiffs by means which were not illegal from selling the motor car at a price different from that in the protected list, and were therefore entitled to judgment.*

*Decision of Rowlatt, J., reported 54 Sol. J. 587 reversed.*

Appeal and cross-appeal against a judgment of Rowlatt, J. The plaintiffs were dealers in motor cars and the defendant association was a trade union, whose members were manufacturers of motor cars and motor accessories and other persons who were commercially interested in the motor trade. Two of the defendants were the chairman of the association and its solicitor, while the other defendants were two members of the "stop list" committee of the council of the association who had been concerned with the resolution placing the plaintiffs' name on the "stop list." The plaintiffs, who were not members of the association, had been instructed by a client to sell a Vauxhall touring car, which, on delivery by the makers, he found he did not require. The car was on the protected list, the makers being members of the association. When the advertisement was brought to the notice of the association, they wrote the plaintiffs that unless they withdrew the car and agreed to pay £50 to a certain benevolent fund they would be put on the "stop list." The plaintiffs refused, and brought this action claiming an injunction, whereupon the defendants listed the plaintiffs. Rowlatt, J., granted an injunction restraining all the defendants, except the association, from publishing the plaintiffs' name in the stop list. The individual defendants appealed, and the plaintiffs entered a cross-appeal claiming that the injunction should extend to the association—*curae, vult.*

BANKES, L.J., said the appeal raised an extremely important question. The plaintiffs' claim was based upon three alternative grounds: (1) unlawful conspiracy to injure, (2) unlawful threat to place the plaintiffs' name on the stop list, and (3) threatening to publish a libel on the plaintiffs. The learned judge had not dealt with the first or last of these causes of action. As to the libel, in the absence of evidence that the words complained of would be understood in some other than the ordinary meaning of the words, they were not, in his Lordship's opinion, capable of a defamatory meaning, and an application to this court to adduce further evidence on the point had very properly not been acceded to. He thought that, as the evidence stood, it was quite insufficient to establish a case of conspiracy to injure, and, therefore, if the plaintiffs could succeed at all, it must be upon the ground that the means proposed to be adopted by the defendants to carry out the object of their combination were unlawful. Now, it had been clearly laid down in such cases as the *Mogul Steamship Co. v. McGregor* (1892, A.C. 25) approved in *Allen v. Flood* (1898, A.C. 1), that it was not actionable maliciously to induce a person not to enter into a contract. The legality of using threats in the interest of its members by a trade union had been repeatedly considered. The authorities showed that the question was in each case whether what the defendants threatened to do was an actionable wrong. Had they a just cause or a reasonable excuse for doing what they did? He came to the conclusion that what the defendants here had done was done with a *bona fide* desire to further the interests of their members. If so, they had taken no unlawful means to carry out what was a perfectly legitimate object. For this reason he thought that the judgment entered for the plaintiffs at the trial must be set aside and judgment entered for the individual defendants. There would be a judgment for the appellants, with costs, and the plaintiffs' cross-appeal would be dismissed, with costs.

SCRUTON and ATKIN, L.J.J., delivered judgments to the like effect. Order accordingly. COUNSEL for the respective appellants, *Disturnal*, K.C., and *Harold Smith Hogg*, K.C., and *Bernard Campion*; for the respondents (and cross-appellants), *Sir John Simon*, K.C., *Maughan*, K.C., and *Sir Albion Richardson*; for the association and its chairman, *Bernard Campion*. SOLICITORS for the defendants, *Engall & Crane*; *Kenneth Brown, Baker and Baker*; for the plaintiffs, *Theodore Roberts*.

[Reported by ERSKINE REID, Barrister-at-Law.]

## High Court—Chancery Division.

In re STEEL WING CO. LTD. P. O. Lawrence, J.  
30th November and 7th December.

COMPANY—WINDING-UP—CREDITOR'S PETITION—EQUITABLE ASSIGNEE OF PART OF DEBT—COMPANIES (CONSOLIDATION) ACT, 1908 (8 Edw. 7, c. 69), ss. 130, 135.

*An assignment of a part of a debt is not within section 25, sub-section (6), of the Judicature Act, 1873;*  
*Forster v. Baker* (1910, 2 K.B. 631) followed,  
*Skipper v. Holloway* (1910, 2 K.B. 630) not followed.

*An equitable assignee of a part of a debt is a creditor in equity and can present a winding-up petition under section 137 of the Companies (Consolidation) Act, 1908.*

This was a petition to wind-up the company. In 1917, one, Pauling, a creditor of the Company, assigned the whole of his debt to Mooney for valuable consideration, and shortly afterwards this assignment was brought to the notice of the company at its board meeting. In 1920 Mooney, for

valuable consideration, assigned half of it to the petitioner. Notice in writing was given of this assignment to the company, and the company was required by such notice to pay the figure which was the half of the debt. The company made default, and this petition was presented.

P. O. LAWRENCE, J., after stating the facts, said: As there is no evidence that any notice in writing of the assignment of October, 1917, from Pauling to Mooney was ever given to the company, it would appear to follow that the legal right to the debt has never passed to Mooney, and that the latter is only an equitable assignee. That point has not, however, been taken by the company, but it was argued that an assignment of part of a debt is not within section 25, sub-section (6), of the Judicature Act, 1873. Darling, J., has decided in *Skipper v. Holloway* (*supra*), that it is, but the contrary view has been taken in *Forster v. Baker* (*supra*) and *Conlan v. Carlow County Court* (1912, 1 I.R. 535). There is no decision of the Court of Appeal on the point. I concur with the view taken in the two latter cases, and hold, therefore, that even if Mooney acquired the legal right to the debt, the deed of July 30, 1920, did not operate to pass the legal right to one-half of the debt to the petitioner. The assignment of a part of a debt operates, however, in equity to transfer the part assigned, and constitutes the assignee a creditor in equity of the company in respect of that part. In my view, a creditor in equity is a creditor within section 137 of the Companies (Consolidation) Act, 1908, and can petition for the winding-up of the company. But it is contended that "creditor" in the action will not include a creditor in equity entitled to part only of a debt. It is true that in an action by an assignee of part only of a debt to recover the same, the person entitled to the remainder of the debt would have to be joined either as a co-plaintiff or as a defendant, but that is because the debtor might otherwise be subjected to further actions in respect of the same debt. That is not so in the case of a winding-up order, for after the order has been made the court will always investigate, when necessary, and adjudicate upon and settle the petitioner's debt and the debts of the other creditors. The petitioner is therefore entitled, as the equitable assignee of part of a debt, to present a winding-up petition under section 137 of the Act, and there must be an order for the compulsory winding-up of the company. COUNSEL: Jenkins, K.C., and Roope Reeve; Sergeant Sullivan and M. F. Henley. SOLICITORS: Spencer Cridland, P. R. Christie.

[Reported by L. M. MAY, Barrister-at-Law.]

## NORTH METROPOLITAN ELECTRIC POWER SUPPLY CO. v. STOKE NEWINGTON CORPORATION.

P. O. Lawrence, J. 18th and 19th November and 12th and 16th December.

CONTRACT—ANNULMENT OWING TO HARDSHIP CAUSED BY WAR—COURTS (EMERGENCY POWERS) ACT, 1917 (7 & 8 Geo. 5, c. 25), s. 1, s.s. (1)—COURTS (EMERGENCY POWERS) ACT, 1919 (9 & 10 Geo. 5, c. 64), s. 1, s.s. (1).

*A contract may be annulled by the court owing to "alteration of trade conditions occasioned by the war" under the Courts (Emergency Powers) Acts even though such trade conditions are not occasioned solely by the war, but only aggravated by it.*

This was a summons that certain pre-war contracts might be suspended or annulled, or with the consent of the parties amended as from such date as the court might think fit, on the ground that owing to the alteration of trade conditions occasioned by the war the contracts could not be enforced according to their terms without serious hardship to the plaintiffs. Under the contracts the plaintiffs were supplying the defendants with electrical power in bulk. The contracts were determinable, but only by the defendants, in March, 1927. Owing to the rise in the cost of coal the plaintiffs were supplying the power at a yearly increasing loss, and in 1919 they applied to the defendants to vary the contracts and suggested a coal clause under which the defendants would pay additional amounts dependent upon the cost of coal. This offer was not accepted, so they started these proceedings. They made the offer again at the trial and the defendants declined it. The defendants contended *inter alia* that the rise in the price of coal had commenced before the war, and was not occasioned, but only stimulated, by it. They also contended that the hardship was not serious, because the loss was only about 3 per cent. of the annual revenue of the plaintiffs.

P. O. LAWRENCE, J., in the course of a considered judgment, said: On the evidence and within the meaning of the section, I find (1) there has been an alteration of trade conditions affecting the manufacture and supply of electrical energy; (2) such alteration has been occasioned by the war; and (3) owing to such alteration the enforcement of the agreements according to their terms would inflict a serious hardship on the plaintiffs. Having found these three things, the court, in the exercise of the special jurisdiction conferred upon it by the section, will consider what is fair as between man and man. Under all the circumstances the plaintiffs have made out a case for annulment of the agreements, but the defendants have not acted unreasonably in refusing the offer of the coal clause, as it is their duty to protect the interests of their ratepayers and to maintain their contract. The plaintiffs have come to the court for relief, and therefore the order for annulment will be upon the terms that they pay the costs of the application. COUNSEL: Tyldesley Jones, K.C. and W. Craig Henderson; Jenkins, K.C., and S. J. Merlin. SOLICITORS: Stanley & Co.; Sidney White.

[Reported by L. M. MAY, Barrister-at-Law.]

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## New Orders, &c.

### Supreme Court, England.

#### FUNDS.

The following notice is hereby given in accordance with Section 1 of the Rules Publication Act, 1893:—

I, The Right Honourable Frederick, Lord Birkenhead, Lord High Chancellor of Great Britain with the concurrence of the Lords Commissioners of His Majesty's Treasury, do hereby, in pursuance of the powers contained in the Court of Chancery (Funds) Act, 1872, the Supreme Court of Judicature Act, 1875, the Supreme Court of Judicature (Funds, &c.) Act, 1883, the Supreme Court of Judicature (Procedure Act), 1894, and of every other power enabling me in that behalf, propose to make the following Rules:—

1. The following Rule shall be inserted after Rule 34 in the Supreme Court Funds Rules, 1915:—

Manner of Lodgment of Funds in Proceedings by and against Poor Persons (Order XVI, Rules 22 to 31 M).

"34A. In cases under the Rules of the Supreme Court (Poor Persons), 1920, a lodgment of funds to the account of the Paymaster shall be made on presentation at the Bank (Law Courts Branch) of a request signed by or on behalf of the Secretary to the London Prescribed Officers. The request shall specify the name of the applicant to the credit of whom the lodgment is to be placed, and shall be in the Form No. 12A in the Appendix to these Rules.

"When the receipt of funds requested to be lodged as above has been certified to the Paymaster by the Bank, the Paymaster shall cause a notification of the lodgment to be sent to the Secretary to the London Prescribed Officers."

2. The following words shall be inserted at the end of Rule 45 of the Supreme Court Funds Rules, 1915:—

"4. In any case in which money is lodged under the Rules of the Supreme Court (Poor Persons), 1920, directions in writing under the signature of the Secretary to the London Prescribed Officers shall be sufficient authority to the Paymaster to deal with sums not exceeding £20 in amount, and shall be treated as equivalent to an Order."

3. The following form shall be inserted after Form No. 12 in the Appendix to the Supreme Court Funds Rules, 1915:—

#### FORM NO. 12A.

(Request for Lodgment in cases under R.S.C. (Poor Persons), 1920).

Poor Persons Dept.

IN THE HIGH COURT OF JUSTICE.

POOR PERSONS RULES.

Ref. No. ....

#### I. Request for Lodgment of Money.

Ledger Credit to which lodged—

Re the Rules of the Supreme Court (Poor Persons), 1920, and re the application of

To the AGENT OF THE BANK OF ENGLAND (LAW COURTS BRANCH).

Please receive from ..... the sum of £ .....  
for the Account of the Paymaster-General for the time being for and on behalf of the Supreme Court of Judicature.

Secretary to the London Prescribed Officers.

Dated ..... 19....

N.B.—Cheques are to be made payable to "The Bank of England" for the Pay Office Account (S.C.Funds Rule 29).

#### II. BANK CERTIFICATE OF RECEIPT.

To the ASSISTANT PAYMASTER-GENERAL,

ROYAL COURTS OF JUSTICE.

Bank of England (Law Courts Branch)

..... 19....

The above-stated sum has been this day received.

(Signature) .....

for the Bank of England.

(Entd. No. ....).

4. These Rules may be cited as the Supreme Court Funds Rules (Poor Persons), 1920.

And I, the said Frederick, Lord Birkenhead, Lord High Chancellor, with the same concurrence as aforesaid, do hereby certify that on account of urgency these Rules should come into operation on the 1st day of January 1921, and hereby make the said Rules to come into operation on that day as Provisional Rules, in accordance with Section 2 of the Rules Publication Act, 1893.

Dated the 22nd day of December, 1920.

Birkenhead, C.

We certify that these Rules are made with the concurrence of the Commissioners of His Majesty's Treasury.

William Sutherland.

J. Touyn Jones.

Copies of the above Draft Rules can be purchased through any bookseller, or directly from H.M. Stationery Office at the following addresses:— Imperial House, Kingsway, W.C.; 28, Abingdon Street, S.W.1; 37, Peter Street, Manchester; 1, St. Andrew's Crescent, Cardiff.

Gazette, 4th January.

## Home Office Order.

### DANGEROUS DRUGS ACT, 1920. (10 & 11 GEO. V, CH. 46.)

Notice is hereby given under the Rules Publication Act, 1893, that it is proposed by the Secretary of State for the Home Department, after the expiration of at least forty days from this date, in pursuance of the powers conferred by him by the Dangerous Drugs Act, 1920 (10 & 11 Geo. V, Ch. 46), to issue regulations under Sections 3 and 7 of the above-named Act. Draft copies of the said regulations can be obtained on application to the Under-Secretary of State, Home Office, London, S.W.1.

Home Office,

Whitehall.

7th January.

[Gazette, 7th January.

## Board of Trade Order.

### THE COAL (EXPORT AND BUNKERING) AMENDING DIRECTIONS, 1921.

1. The operation of the Directions dated the 8th November, 1920, given by the Board of Trade under Section 3, sub-section 1 (a), of the Mining Industry Act, 1920, for regulating the export of coal and the supply of coal for the bunkering of vessels, is hereby suspended in so far as the said Directions relate to the supply and shipment of coal for the bunkering of vessels proceeding abroad, and the said Directions shall in such respects remain inoperative until further notice.

2. Clause 4 of the said Directions shall be cancelled and there shall be substituted therefor the following:—

"4.—Application for such permission must be addressed in the form prescribed in the First Schedule hereto.

"(a) to the Local Representative of the Mines Department, where it is proposed to effect shipment from any of the ports specified in the Second Schedule hereto to any destination abroad;

"(b) to the Mines Department, Victoria Street, S.W.1, where it is proposed to effect shipment from any ports other than those specified in the said Schedule."

3. These Directions may be cited as the Coal (Export and Bunkering) Amending Directions, 1921, and the aforesaid Directions, dated the 8th November, 1920, may be cited as the Coal (Export and Bunkering) Directions, 1920.

4. These Directions shall have effect as from the 10th day of January 1921.

8th January.

[Gazette, 11th January.

## Ministry of Labour Order.

### UNEMPLOYMENT INSURANCE ACT, 1920.

#### THE UNEMPLOYMENT INSURANCE (ASSOCIATIONS) (SUPPLEMENTARY) REGULATIONS, 1920.

The Minister of Labour, by virtue of the powers conferred upon him by the Unemployment Insurance Act, 1920, hereby makes the following Regulations:—

1. An arrangement made by the Minister of Labour under Section 105 of the National Insurance Act, 1911, shall, if the Minister of Labour and the Association with which the arrangement was made so agree, and subject to such modifications as may be required, be continued in force on and after the 31st December, 1920, but not after the 28th February, 1921, and, so long as it is so continued, shall be deemed to be an arrangement under Section 17 of the Unemployment Insurance Act, 1920.

2. These Regulations may be cited as the Unemployment Insurance (Associations) (Supplementary) Regulations, 1920.

31st December.

[Gazette, 7th January.

## Ministry of Food Order.

### NOTICE OF REVOCATION.

The Food Controller hereby revokes as on the 17th December, 1920, the Orders specified in the Schedule hereto, but without prejudice to any proceedings in respect of any contravention thereof.

16th December.

#### THE SCHEDULE.

S.R. & O., 1918, No. 446.

Oil and Fat Compound (Licensing of Manufacturers and Requisition) Order, 1918.

S.R. & O., 1919, No. 762.

Seeds, Oils and Fats Order, 1919.

S.R. & O., 1919, No. 1695.

Cattle Cakes and Meals (Licensing) Order, 1919.

S.R. & O., 1919, No. 1013 &

Cereals (Restriction) Order, 1919, as amended.

1920, Nos. 1258 & 1579.

Use of Bread (Restriction) Order, 1920.

S.R. & O., 1920, No. 1318.

Flour and Bread (Prices) Order, 1920.

S.R. & O., 1920, No. 442.

Flour and Bread (Prices) Amendment Order 1920.

S.R. & O., 1920, No. 1688.

S.R. & O., 1920, No. 2216.

Flour and Bread (Prices) No. 2 Amend-

ment Order, 1920.

S.R. & O., 1918, No. 1672.

Milk (Local Distribution) Order, 1918.

S.R. & O., 1920, No. 218.

Flour (Returns) Order, 1920.

## Societies. United Law Society.

A Meeting was held in the Middle Temple Common Room on Monday, 10th January, Mr. W. H. Godfrey in the Chair. Mr. W. C. Filley moved: "That this house advocates the establishment of a Public Defender." Mr. G. B. Mountford opposed. Messrs. S. E. Redfern, P. S. Pitt and G. W. Fisher also spoke. The motion was put to the meeting and lost by six votes.

### The Bar Council.

#### Election of Members.

The Annual Election of Members to fill the vacancies upon the Council will be held in the week ending the 12th of February.

Twenty-four Candidates have to be elected, of whom at least two must be of the Inner Bar, ten at least must be of the Outer Bar, and two at least must be of less than ten years' standing at the Bar.

Candidates for Election must be proposed in writing, and the Proposal Form signed by at least ten Barristers, must be sent to the Secretary at the Offices of the Council at 5 Stone-buildings, Lincoln's Inn, on or before Tuesday, the 25th of January.

Proposal Forms may be obtained from the Secretary.

Every Barrister is entitled to vote at the Election, and Voting Papers with instructions to Voters will be sent to every Barrister, whose professional address within the United Kingdom is given in the Law List.

## Lord Reading's Appointment as Viceroy.

The Lord Chief Justice received, on Tuesday, the congratulations of the Bar on his appointment as Viceroy of India. The Lord Chief Justice's Court was crowded. The Master of the Rolls (Lord Sterndale) sat to the right of Lord Reading, and the President of the Probate, Divorce and Admiralty Division (Sir Henry Duke) on his left. On the Bench were all the Lords Justices and the Justices of the High Court. Lady Reading was also present.

The Attorney-General (Sir Gordon Hewart, K.C.), as leader of the Bar in congratulating the Lord Chief Justice, said that, while ceremonial speeches from the Bar were increasing, he doubted whether even the most fastidious critic could deny that the present occasion was unique. He preferred to call his address one of congratulation rather than of farewell. They were proud to see Lord Reading when he filled with such distinction the office of Solicitor-General, and then Attorney-General, until, in 1913, he entered, after much exacting labour, upon the great and exalted office of Lord Chief Justice of England. A distinguished friend of his (Sir Gordon Hewart's) once told him that, for a man whose interests were legal rather than political, the post of Lord Chief Justice was the most desirable that the world could offer. With that opinion he most unreservedly agreed. It was a post that no man, having the opportunity to attain it, would ever for moment hold back from, unless, indeed, he did so under the irresistible pressure of an imperious public duty. And it was the call of that imperious public duty which Lord Reading now obeyed when he gave up the post of Lord Chief Justice.

He (Sir Gordon Hewart) could not, in Lord Reading's presence, presume to speak of his work as a Judge, but one could not think over the past seven years without remembering a quotation in the immortal essay "Of Judicature." "Judges," wrote Francis Bacon, "ought to be more learned than witty, more reverend than plausible, and more advised than confident. Above all things, integrity is their portion and proper virtue." And, again, "For the advocates and counsel that plead, patience and gravity of bearing is an essential part of justice, and an over-speaking Judge is no well-tuned cymbal." The precept of Bacon was the example of Lord Reading.

After referring to the tasks imposed on Lord Reading during the war Sir Gordon said it was not to be wondered at that he was invited at this difficult moment to take up the supreme direction of government in India, and had accepted. A new chapter was being opened in the destinies of that country and her people. At no time and at no place were law and justice of more profound significance, and it was fortunate, indeed, that at this grave juncture the control of the administration in India was to be in the hands of one who united the mind of a lawyer with the spirit of a Judge. His Lordship would pass to the colour, mystery, and variety of the East with the sincere wishes for "God speed" and a happy and prosperous rule from the whole of the Bar.

The Lord Chief Justice in reply, said: Mr. Attorney, I thank you with all my heart for the congratulations which you, as the head of the Bar of England, have addressed to me in your accustomed charming and felicitous language. I will not treat this as a farewell address. I prefer the tone, Mr. Attorney, which you have adopted, of a congratulatory address.

During the course of your observations, many memories crowded through my mind. I shall strive in the very few words that I still wish to address to you and the Bar of England to express myself very simply, disentangling the thoughts that are in me at the moment, feeling that

the emotion that is stirred in me can only truly be expressed by the symbols of words. I am leaving a position which you have rightly described as one of the most exalted positions in England. To be Lord Chief Justice of England, to be one of that illustrious line of predecessors, is, after all, a fitting termination to a lawyer's life, however great his position may be. To sit in the seat of the Lord Chief Justice, to administer the Courts of England, to be the head of the judicial administration of the criminal law of England, to direct the work of the Courts of England, to take part in all the labours of administering justice with the assistance of all my colleagues, is a position which it is, indeed, hard to leave. But we have learned, perhaps better during the war than any of us knew before, that there are calls of duty which must be obeyed. I do not profess to gauge the reasons for the selection of myself, with no knowledge of India, for this very great and illustrious position of Viceroy. I have pondered upon it, and it is only really by the assertions of those who are best competent to judge of what is in the interests of this Empire and of India, that I feel that, for some reason, I must be at least fit to take the position. From that moment I have never had any doubt, as regards myself, as to my duty, and I will only say that in examination of the reasons for the invitation extended to me I have thought, and indeed I like to think, that it is perhaps rather the officer than the individual who has been asked at this solemn juncture of Indian history to take up the position of King's representative in India.

To be the representative of the King-Emperor in India is to be the representative of Justice. I leave this seat, the Judicial Bench, not forsaking or abandoning the pursuit of justice, but rather pursuing it in larger fields, and where I fear the road is not so certain or so well laid.

In the political sphere it has often struck me that there is this vast difference between the administration of justice in a court of law and the direction of public affairs, even though the directing mind is actuated in both instances by a single purpose and desire to do justice. In courts of law we are limited by the known factors of the case. The evidence is before us, and we can only deal with that, applying our knowledge of human affairs and the principles of law as handed down to us. In the great field of government and of politics, to my mind—and it is the result of some experience—the only certainty that you have is that you do not know all the factors, and that you can never know, during the time in which your decision has to be given, with certainty, the facts as you might ascertain them if you had years during which to conduct an investigation.

One last word, Mr. Attorney, as to the profession. The special significance and the value of this ceremony is shown by the presence of my colleagues around me. I cannot speak of them here. I can only say that no man who has ever been in a position of pre-eminence among others has ever had a pleasanter duty to discharge than I in presiding over them whenever it has been necessary. But, in truth, the position of precedence is never felt; it is really, among us all, equal labouring together in the same cause of justice. Devoted to duty they all are.

May I—alone, perhaps, of all present to-day able to speak this thought—say that, in my deliberate opinion, the Bench of England stands to-day as high as it ever did, higher than it has done in many periods, and that I believe it will stand comparison with any period that may be selected from our history. I take this opportunity publicly of thanking them, one and all, for their assistance—and to the Bar. From the time when I was an unknown youth, entering the profession after a somewhat stormy very early youth, coming to it with fear, with awe, I have encountered nothing but kindness. And to the Bar, also to the other branch of the profession, to the officials, to the clerks, even to the ushers and to the attendants, I would express my thanks for all the assistance they have always given, reminding them that, although I shall, within a brief period, cease to be Chief Justice, the tradition remains and will be carried on as before; that the greatness of the office will be enhanced in the future by virtue of the men who, no doubt, will succeed me and in due course of time will form one of the great line.

And now, Mr. Attorney, I thank you and all who have assembled here to-day for this purpose for your congratulations. I bid you all to look upon the future in the same spirit of hope and trust as animates me, no longer in my first youth, and I trust it may be your lot, as it is mine, to receive such encouragement as you and friends have given me throughout the country. With these words I will say to you, to the Bar of England, to those assembled and, above all, to my colleagues, "May God prosper you."

[The above is from *The Times*, with some omissions.]

## Presentation to Mr. F. A. Stringer.

Mr. Francis A. Stringer, who has retired from the post of Senior Chief Clerk of the Writ Appearance and Judgment Department of the Central Office of the Supreme Court after 56 years' service, was presented by his colleagues on Wednesday with an illuminated address, a gold watch, and a silver cigar-box. The presentation took place at one of the rooms at the Law Courts and tea was provided. A large number of Masters and other officials of the Courts were present.

Sir Willes Chitty, the King's Remembrancer and Senior Master of the Supreme Court in making the presentation, said that, while this was saying a formal good-bye, there was every prospect of their having the pleasure of seeing Mr. Stringer at the courts again until, in due course, as happened with all, there would come the final good-bye. His long service

in the Law Courts dated from 1864, when he entered the Record and Writ Office—altogether a period of 56 years in the offices of the law. That was a remarkable career, and not only remarkable for its length, but remarkable for the reputation which he had established as a master of the practice of the courts, and especially of the practice in the Central Office. Mr. Stringer was equally known for his courtesy and readiness in communicating his knowledge to others, and in assisting everyone as to the way in which the work should be carried on. To all of them—judges, masters, clerks, and the profession—he had been in these matters the guide, philosopher, and friend. Was there a Royal Commission sitting: Mr. Stringer was sent for. Was there a Committee appointed: Mr. Stringer was sent for. He was, indeed, the established authority on everything relating to that office and to the practice. They were sorry to part with him. He had their sincere good wishes, and they hoped that he would be spared for a long time to enjoy the fruits of his work in the service of the law.

In replying, Mr. Stringer said that too rosy a view had been taken of his services, but he had put his heart into his work at the Royal Courts of Justice because he loved it. The beautiful address which had been presented to him spoke of him in words which were far too kind, but, looking back, he would see stamped upon it the goodwill of all those with whom he had worked for very many years.

The following note on Mr. Stringer's career will be interesting:—

Mr. Francis A. Stringer was appointed in 1864 as junior clerk in the Record and Writ Clerks Office of the Court of Chancery, which, together with the Accountant General's Office and the Chancery Registrars' Office was located in the large building at the north end of Chancery Lane. In 1880 he was transferred to the then uncompleted building of the Royal Courts of Justice, together with the Courts and Officers of the Court of Chancery and of the Court of Queen's Bench.

Mr. Stringer was the author of "Oaths and Affirmations in Great Britain and Ireland," in the third edition of which he was assisted by Mr. J. Johnston of the King's Remembrancer's Department. He has been one of the Editors of the *Annual Practice* since 1882, the 49th edition of which work appears as the current edition for 1921. He was also the author of the *A.B.C. Guide to Practice in the Supreme Court*, now in its 13th edition, the later editions of which have been edited by his son, Mr. F. R. P. Stringer.

In addition, Mr. Stringer was the author of a considerable number of articles in the *Encyclopedia of the Laws of England* (15 vols.) on various branches of procedure, which subject, as a whole, under numerous headings, was entrusted to the late Mr. Charles Burney in conjunction with Mr. Stringer.

Mr. Stringer has for many years been Chief Clerk of the Writ, Appearance and Judgment Department of the Central Office of the Supreme Court, and Superintendent of Scriveneries.

## The Closing of Contentious Prize Work.

In the Prize Court on Tuesday, the President announced the approaching end of Court work in Prize cases.

His lordship, says the *Westminster Gazette*, answering Sir Robert Aske, who had asked for an adjournment of a case, explained that he was applying all possible pressure to secure the conclusion of prize business. He thought it very much in the public interest that this business should be disposed of at the earliest possible moment. He learned from the Department of the Treasury Solicitor that the Treasury Solicitor saw no reason why, if proper expedition was used on the part of claimants, prize business, as far as it was contentious business requiring prolonged hearing in court, should not be disposed of during the present sittings. That would be before Easter.

He (the President) accepted the information with very great satisfaction. He was sure every effort was being made in the public offices to dispose of the relatively small quantity of prize business outstanding, and he mentioned the matter now because he wished those who had the interests of claimants under their control to respond to the efforts being made in the public departments, and do what they could to secure an end being made of proceedings in court with regard to prize.

## Compensation for Government Workmen.

Reserved judgment in an action of importance to Government workmen was, says *The Times*, given in Southwark County Court on Monday. A man named Willoughby met with an accident while engaged as a painter at the Government Aerodrome at Farnborough. He brought an action against the Secretary of State for War for damages under the Workmen's Compensation Act, but it was argued that, by agreeing to a War Department scheme, he became ineligible for damages under the Act.

Deputy Judge Lush, in his judgment, said he accepted the evidence of a civilian foreman, employed by the Secretary of State for War, who took the copy scheme to the applicant when he was at work and asked him to sign "for the War Department Act" (or scheme), explaining to him that it

## ROYAL EXCHANGE ASSURANCE.

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was a Government scheme, by which he had medical attendance in case of personal injury. The applicant thereupon signed the document without reading it. The description of the document was a misrepresentation, though an innocent one, of its nature. Even an educated man, who was not a lawyer, would have failed to understand from it that he was being asked to contract out of the Workmen's Compensation Act.

He gave an award in favour of the Applicant of 20s. per week, plus the statutory additions, with arrears from the date of the accident.

## New Sessions House Opened. Provision for Women Officials.

The new London Sessions House at Newington-cum-causeway was, says *The Times*, opened for the transaction of legal business on Tuesday. The building, which is of Portland stone, and which stands back some 200 feet from the roadway, was begun in 1912, and in 1914 was commandeered by the Government for the Ministry of National Service, who vacated it fifteen months ago. Since then, the internal fittings have been put in, the oak panelling alone having cost £20,000. There are three courts, which are approached from a capacious entrance hall, two of which were used yesterday for sessions purposes. The other court is intended chiefly for licensing and assessment business. Sir Robert Wallace, K.C. (Chairman of the Quarter Sessions), presided in the first court, which, like the other, is about 44 feet square, with a domed ceiling of the same height. In the second court, Mr. A. J. Lawrie presided, and the magistrates present included two women justices, and there were two women on the jury that heard the first case, which ended in an acquittal. Both courts are light and airy, and the acoustics are excellent. They are an improvement in every way on the dreary courts of the old Sessions House at Clerkenwell. There are four staircases for male and female prisoners, and by this arrangement those who are being brought in for trial do not meet those who have been sentenced. The accommodation provided for officials includes rooms for women magistrates, women jurors, and women police.

## High Court Jurisdiction over Scotsmen. Treaty of Union.

*The Times* correspondent, in a message from Edinburgh, of 13th January, says:—A national protest is being organized in Scotland against what is considered an attempt on the part of the High Court of Justice in England to bring, in certain circumstances, Scotsmen domiciled in Scotland under the jurisdiction of the English Courts. The present position is that Scottish people are entitled under the Treaty of Union to have any civil law proceedings against them disposed of by the Scottish Courts; but rules which are understood to have been recently adopted by the Rules Committee of the Supreme Court in England would render Scottish traders resident and domiciled in Scotland liable, on personal service of writs, to appear in the English Courts in such cases as breach of contract if the contract is made within the jurisdiction of the English Courts. This is not the first occasion on which similar invasions of Scottish rights (as they are regarded) have been attempted, and it is being opposed in Scotland not only on the legal ground that it is in breach of the Treaty of Union, but on the ground of personal convenience and national sentiment. Among the bodies that are taking joint action are the Convention of Royal and Parliamentary Burghs, the Chambers of Commerce, the Faculty of Advocates, and other legal societies. It is proposed to frame a definite protest and to memorialize the Secretary for Scotland and the Lord Advocate in defence of Scottish autonomy.

## Companies.

### London County Westminster & Parr's Bank Limited.

The net profits of the London County Westminster & Parr's Bank Limited, for the past year, after providing for bad and doubtful debts and all expenses, amount to £2,915,708. This sum, added to £14,226 brought forward from 1919, leaves available the sum of £3,329,934.

The dividend of 10 per cent, paid in August last on the £20 shares and 6½ per cent, on the £1 shares, absorbs £557,651. A further dividend of 10 per cent, is now declared in respect of the £20 shares making 20 per cent, for the year, and a further dividend of 6½ per cent, on the £1 shares will be paid making the maximum of 12½ per cent, for the year.

£1,300,000 has been set aside for investment depreciation, £200,000 transferred to Premises Account, and £253,718 to Reserve, bringing the Reserve up to £9,003,718, leaving a balance of £460,914 to be carried forward

### The Solicitors' Law Stationery Society, Ltd.

The Solicitors' Law Stationery Society, Limited, intimate that owing to increased business at both its City and Westminster Branches, and to give the Engrossing and Typewriting Departments more room, it has transferred the Stationery Departments, which have hitherto been carried on at 29 Walbrook and 6 Victoria-street, to new and more commodious premises at 27-28 Walbrook and 45 Tothill-street, Westminster.

The Engrossing and Typewriting Departments in the City and Westminster remain at their old addresses.

## Legal News. Information Required.

**CRAGG.**—Will solicitor who recently advertised for particulars of Cragg, Westmoreland, kindly write Crookall, 14, Sherwell Hill, Torquay.

### Dissolutions.

**ADRIAN YOUNG AND JAMES MURPHY.**—Solicitors (Bartlett, Young and Murphy), 53, Baxter-gate (and formerly at 19, Nottingham-road), Loughborough, Leicester, 31st day of December, 1920. The said James Murphy will continue to carry on the said business under the present style or firm of "Bartlett, Young & Murphy." *Gazette*, January 7th.

**ARTHUR ROSCOW HORSFIELD AND REGINALD CLAYTON.**—Solicitors (Clayton, Horsfield & Clayton), Market Chambers, Radcliffe, and 32, King-street West, Manchester, 31st day of December, 1920. The said Arthur Roscow Horsfield having retired from practice; the said Reginald Clayton will continue the practice in his own name and on his own account. *Gazette*, January 7th.

**FREDERIC WILLIAM EMERY, CHARLES DOUGLAS MEDLEY AND HAROLD HENRY MARRIOTT.**—Solicitors (Field, Roscoe & Co.), 36, Lincoln's Inn-fields, London, W.C.2, 1st day of January, 1921. The said Frederic William Emery and Charles Douglas Medley will continue to practice at 36, Lincoln's Inn-fields, as heretofore. *Gazette*, January 7th.

**LESLIE JOHN WILLIAMS AND CHARLES HERBERT LAWRENCE ALDER.**—Solicitors, at 9, Laurence Pountney-hill, in the City of London, "Leslie Williams & Alder." Such business will be carried on in the future by the said Charles Herbert Lawrence Alder under the style or firm of "Leslie Williams and Alder."

### Appointments.

**MR. E. HONORATUS LLOYD, K.C.** has been appointed to be Recorder of Chester in the place of the late Sir Horatio Lloyd. Mr. E. Honoratus Lloyd is the son of the late Recorder.

**SIR ALBERT BOSANQUET, K.C.** (ex-Common Serjeant of the City of London), has resigned the chairmanship of East Sussex Quarter Sessions on account of failing health. He was appointed in 1912, and will be succeeded by Mr. G. M. FREEMAN, K.C.

**MR. THOMAS FORREST GARVIN** (Solicitor-General), **MR. HENRY JUSTIN CHARLES PEREIRA**, **MR. ALLAN DRIEBERG**, **MR. CHARLES BROOKE ELLIOTT**, and **MR. DON ADRIAN ST. VALENTINE JAYEWARDESE**, have been appointed King's Counsel for the Island of Ceylon.

**MR. T. J. BARNES**, Assistant Solicitor to the Board of Inland Revenue and Acting Solicitor to the Ministry of Shipping, has been appointed Solicitor to the Board of Trade by Sir Robert Horne.

### THE MIDDLESEX HOSPITAL.

WHEN CALLED UPON TO ADVISE AS TO LEGACIES, PLEASE DO NOT FORGET THE CLAIMS OF THE MIDDLESEX HOSPITAL,  
WHICH IS URGENTLY IN NEED OF FUNDS FOR ITS HUMANE WORK.

## ATHERTONS LIMITED,

63 & 64, Chancery Lane, LONDON, W.C.

THE ONLY RECOGNISED LAW PARTNERSHIP,  
SUCCESSION, AND AMALGAMATION AGENTS  
WHO HAVE ARRANGED PERSONALLY MOST  
OF THE IMPORTANT CHANGES IN LEGAL  
PRACTICES FOR YEARS PAST.

Correspondence and Consultations invited in strict confidence.

Telephone : 2482 Holborn. Telegrams : "Alacrious, London."

## ATHERTONS LIMITED,

63 & 64, Chancery Lane, LONDON, W.C.

Mr. JOHN BOROUGH, for the past 36 years registrar of the Belper and Ilkeston County Court, has resigned, and Mr. R. A. CHRISTIAN, registrar of the Alfreton County Court, has been appointed.

The following appointments to examinerships at the Inns of Court, have been made by the Council of Loyal Education:—W. T. S. STALLYBRASS, M.A., O.B.E., Vice-President and Fellow of Brasenose College, Oxford, &c., in Common Law, Criminal Law, Evidence and Procedure (Civil and Criminal); R. W. LEE, Acting Professor of Roman-Dutch Law at Oxford, in Roman-Dutch Law.

### General.

The Home Secretary, Mr. Shortt, received on the 7th inst. a deputation comprising Mr. Robert Smillie, president, and the full executive of the Miners' Federation, who urged the early introduction of legislation embodying the recommendations regarding workmen's compensation adopted at the recent conference of the Federation. The Home Secretary replied that the Cabinet had decided that they could not find time in the coming Session to introduce the report of the Special Committee on workmen's compensation in the form of a Bill. Disappointment with the reply was expressed by the miners' leaders, who intimated their intention of further considering the position at a meeting of the National Executive on the 12th inst.

For the third time at Bath Quarter Sessions the Recorder, Mr. Holman Gregory, K.C., M.P., was presented with a pair of white gloves, as there were no prisoners for trial.

At Bow-street Police Court on the 7th inst., Mr. Coxwell, solicitor for the Automobile Association, pointed out that the new Roads Act gave a discretionary power to the courts in regard to the endorsement of motor licences, and he asked the magistrate to exercise that discretion in favour of a driver whom he had fined for not having proper lights on his car. Mr. Chester Jones said that as the car was stationary at the time the conviction would not be endorsed on the licence. He added that he should not have taken that course if the car had been in motion.

At Dudley Quarter Sessions on the 7th inst. women were in the majority in a "mixed" jury, and one of their number was elected foreman. A protest against being tried by women was made on behalf of a prisoner charged with unlawful wounding, on the ground that he preferred trial by men. The Recorder (Mr. Disturnal, K.C.) said that a person could not make a wholesale challenge of that kind simply on the ground of sex. He was entitled to challenge them individually, but he could not be tried by men simply because he wanted to. The jury found the prisoner *Not Guilty*, and he was discharged.

The Prime Minister, accompanied by Mrs. and Miss Lloyd George, left London last Saturday to spend his first week-end at Chequers, the house and estate in Buckinghamshire given to the nation by Lord Lee of Fareham as a country residence for the Prime Minister of the day. Mr. Lloyd George visited Chequers earlier in the week to make an inspection before the handing over, which, as arranged by the trustees appointed under Lord Lee's deed of gift, was to take place automatically on Saturday, the title deeds and other documents having been formally transferred some time ago at a meeting of trustees held at 10, Downing-street.

Lord Reading will preside at a public lecture by the American Ambassador on "The Constitution of the United States" at University College, London, on Monday, next, at 5.30 p.m.

A large number of barristers' clerks assembled at the Law Courts on Monday, for the purpose of making a presentation to Mr. Edward Wildey, clerk to Mr. Lewis Thomas, K.C., on his retirement after sixty-four years' service in the Temple. Mr. J. Songost, clerk to Mr. Spence Bower, K.C., presided and in presenting to Mr. Wildey a handsome silver fruit dish, subscribed for by nearly one hundred clerks of barristers and judges, said he thought Mr. Wildey's length of service as a barrister's clerk was unprecedented. He took with him the hearty good wishes of his colleagues.

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## Court Papers.

### Supreme Court of Judicature.

Date.	Mr. Justice SARGANT.	Mr. Justice RUSSELL.	Mr. Justice ASTBURY.	Mr. Justice P. O. LAWRENCE.
Monday Jan. 17	Mr. Church	Mr. Bloxam	Mr. Church	Mr. Goldschmidt
Tuesday.....18	Goldschmidt	Borner	Goldschmidt	Church
Wednesday....19	Bloxam	Jolly	Church	Goldschmidt
Thursday....20	Borner	Synge	Goldschmidt	Church
Friday.....21	Jolly	Church	Church	Goldschmidt
Saturday.....22	Synge	Goldschmidt	Goldschmidt	Church

Date.	ROTA OF REGISTRARS IN ATTENDANCE ON EMERGENCY ROTA.	APPEAL COURT	Mr. Justice EVE.	M. Justice PETERSON.
Monday Jan. 17	Mr. Borner	Mr. Bloxam	Mr. Synge	Mr. Jolly
Tuesday.....18	Bloxam	Borner	Jolly	Synge
Wednesday....19	Borner	Bloxam	Synge	Jolly
Thursday....20	Bloxam	Borner	Jolly	Synge
Friday.....21	Borner	Bloxam	Synge	Jolly
Saturday.....22	Bloxam	Borner	Jolly	Synge

**VALUATIONS FOR INSURANCE.**—It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM, STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known valuers and chattel auctioneers (established over 100 years), have a staff of expert Valuers, and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac & a speciality.—ADVT.]

### HILARY Sittings, 1921.

#### COURT OF APPEAL.

In APPEAL COURT No. 1.  
 Tuesday, 11th January.—Ex parte Applications, Original Motions and Interlocutory Appeals from the Chancery and Probate Divisions.

Wednesday, 12th January.—Appeal from the Chancery Division, "Conyngham v. Conyngham"—appeal from the order of Mr. Justice Astbury, "also Admiralty Appeals (without Assessors). Appeals from the Probate and Divorce Division will be heard after Admiralty Appeals.

In APPEAL COURT No. II.

Tuesday, 11th January.—Ex parte Applications, Original Motions and Interlocutory Appeals from the King's Bench Division and, if necessary, Final Appeals from the King's Bench Division.

Wednesday, 12th January.—Final Appeals from the King's Bench Division will be taken and continued in this Court.

#### HIGH COURT OF JUSTICE.

##### CHANCERY DIVISION.

##### LORD CHANCELLOR'S COURT.

##### Mr. JUSTICE EVE.

Except when other Business is advertised in the Daily Cause List Actions with Witnesses will be taken throughout the Sittings.

##### CHANCERY COURT III.

##### Mr. JUSTICE PETERSON.

Mondays.....Chamber summonses.  
 Tuesdays....Sht caus petr for cons and non-wit list.  
 Wednesdays....Non-wit list.

Thursdays....Non-wit list.  
 Lancashire Business will be taken on Thursdays, the 13th and 27th January, the 10th and 24th February, and the 10th March.

Fridays.....Mots and non-wit list.

##### CHANCERY COURT I.

##### MR. JUSTICE SARGANT.

Tuesdays....(Sht caus, pets, and Chamber summonses.

Wednesdays...Fur cons and non-wit list.

Thursdays....Non-wit list.

Fridays.....Mots and non-wit list.

##### CHANCERY COURT V.

##### MR. JUSTICE RUSSELL.

Except when other Business is advertised in the Daily Cause List Mr. Justice Russell will take Actions with Witnesses throughout the Sittings.

Applications under Trading with the Enemy Acts will be heard on each Monday afternoon.

Retained Matters will be taken on Tuesday, the 11th January.

##### CHANCERY COURT II.

##### MR. JUSTICE ASTBURY.

Mondays.....Sitting in chambers.  
 Tuesdays....Companies' Acts and non-wit list.

Wednesdays....Fur cons and non-wit list.

Thursdays....Non-wit list.

Fridays.....Mots, sht caus, pets and non-wit list.

##### CHANCERY COURT IV.

MR. JUSTICE P. O. LAWRENCE.

Except when other Business is advertised in the Daily Cause List Actions with Witnesses will be taken throughout the Sittings.

### KING'S BENCH DIVISION.

#### HILARY Sittings, 1921.

##### CROWN PAPER.

##### For Hearing.

The King v Beverley U D C

The King v Newcastle-upon-Tyne County Court Judge and Schalit & ors

The King v County Court Judge of West Hartlepool and Schalit & ors

The King v Schalit & ors

H M Ministry of Food v L Dreyfus & Co

Cory & Sons id v Lords Comms of the Admiralty

Gaston Williams & Wigmore (Incorporated) v The Shipping Controller

Lexden & Winstree Union v Windsor Union

The King v Peterborough Electric Traction Co

The King v Registrar of Shoreditch County Court & ors

Butler v Green

Winter v Upton

Mitchell v Townend & Co

Same v Same same (Warehouse)

Jeynes v Hindle

Tompkins v Rogers

The King v Sears & ors, Jj, &c

The King v Jones & ors, Jj, &c

## TO TRUSTEES AND OTHERS.

A Full Trustee Investment at 6½ per cent. per annum repayable at par at death or at expiration of 21 years. Commission to Agents.

The HASTINGS COUNTY BOROUGH COUNCIL are prepared to receive Loans on the above terms.

FULL PARTICULARS APPLY:  
**BOROUGH ACCOUNTANT,  
HASTINGS.**

The King v Commr of Metropolitan Police  
 Bond v Pettle  
 Williams v Morgan  
 Nuttall v Wray  
 Day v The King  
 Girling v Child  
 The King v Luke, Esq & anr, Jj, &c  
 The King v Same  
 Newport Co-operative &c Soc id v Serjent  
 Lawson Baye Tugs id v Tokell  
 The King v Inglis & anr, Esq, Jj, &c  
 Same v Same same (expte Same—Lion Hotel)  
 Same v Same same (expte Same—Greyhound Hotel)  
 Same v Same same (expte Same—White Hart Hotel)  
 Same v Same same (expte Same—Swan Hotel)  
 Same v Same same (expte Same—White Horse Hotel)  
 Same v Same same (expte Same—Drovers' Arms)  
 Same v Same same (expte Same—Fountain Inn)  
 Same v Same same (expte Same—Sun Inn)  
 Same v Same same (expte Same—Plough Hotel)  
 Same v Same same (expte Same—King's Head Inn)  
 Same v Same same (expte Same—Barley Mow Inn)  
 Same v Same same (expte Same—Lamb Hotel)  
 Mousley v Greaves & anr  
 Seal v British Tar Products  
 Loftus v Bury  
 Mayo v Stazicker  
 The King v Wyatt Esq & ors, Jj, &c (expte London County Council)  
 The King v Chief Registrar of Friendly Societies (expte National Catholic Benefit Thrift Soc & anr)  
 The King v Minister of Health same (expte Same)  
 The King v National Health Insco Joint Committee same (expte Same)  
 The King v Editor of The Daily Mail (expte Ravensworth)  
 Harrison v Lawson

#### SPECIAL PAPER.

H M Wrangl & Co v Italian Government Commission  
 Lowland's Steam Shipping Co id v North of England Protecting & Assoc  
 Biden v Dunn & ors  
 Crass & Co v French State Railways  
 Weiss & Co v Produce Brokers Co id  
 Pearle v Pearle  
 Wye Shipping Co id v Compagnie &c Paris-Orleans  
 Bloch v R Clear & Co id

## University of London.

NOTICE IS HEREBY GIVEN that the Senate will proceed to elect External Examiners for the Examinations above Matriculation as follows:—

*For the Year 1921-22.*

## EXAMINATIONS OTHER THAN MEDICAL.

Indian Evidence Act.

N.B.—Attention is drawn to the provision of Statute 124, whereby the Senate is required, if practicable, to appoint at least one Examiner who is not a Teacher of the University.

Particulars of the remuneration and duties can be obtained on application.

Candidates must send in their names to the External Registrar, Geo. F. Goodchild, M.A., B.Sc., with any attestation of their qualifications they may think desirable, on or before Monday, 31st January, 1921. (Envelopes should be marked "Examinership".)

It is particularly desired by the Senate that no application of any kind be made to its individual members.

If testimonials are submitted, three copies at least of each should be sent. Original Testimonials should not be forwarded in any case. If more than one Examinership is applied for, a separate complete application, with copies of testimonials, if any, must be forwarded in respect of each. No special form of application is necessary.

E. C. PERRY,  
Principal Officer.

University of London,  
South Kensington, S.W.7.  
January, 1921.

E E Smith & Co Id v Jamieson & Co

Lupton v Parkyn & ors

Jones & ors v Cory Bros & Co Id

Chellew v Royal Commission on the Sugar Supply

C Page & Co Id v Noguera

Sarkis v Beressi (restored)

Royal Mail Steam Packet Co v The King (S.S. Magdalena)

Same v The King (S.S. Alcantara)

Bristol Tramways, &c Id v Mayor, &c of Bristol

## MOTIONS FOR JUDGMENT.

M P Sales Agency Id v Planet Photo Plays Id

Higney Grange Market Gardens v Bell

## CIVIL PAPER.

For Argument

Campbell v Ettlinger & Co Id

Svenska Stinkols Aktiebolaget Carl Schlyter v Eleazer Clark Nortland Navigation Co & anr

Sinson v Churnin

Pullan v Butterfield (Leeds County Court)

Cooper v Whitecombe (Birmingham County Court)

Smith v Meggeson & Co Id

Dandridge v Luke (Wright, Clmt)

Southerland v Wales (King's Lynn County Court)

Kirk v Cunningham & anr (Spilsby County Court)

Hylton v Heal (Frome County Court)

Burlingham & Sons Id v Linton Milling & Corn Co

L Rozen & Co v American Commerce Co Id

Baylis v Deaton & Sons (Bow County Court)

Goodwin v Rhodes (Blackpool County Court)

Alexander Von Gleich & Co Id v Stanley P Ward & Co

The Direct Photo Engraving Co Id v Martin

Powell v Taxi Cab & Motor Finance Co Id (City of London Court)

Kimpson v Markham (Gt Grimsby County Court)

Courtgis v Embiricos motion by Embiricos to set aside award (Oct 14)

Gooch v Montgomery (London & Provinces Discount Co Id Clmts) (Marylebone County Court)

Taylor & Wife v Brown & Wife (Blackpool County Court)

Douglas Halse & Co Id v Martin (Woolwich County Court)

Evans v Dunn (Shoreditch County Court)

London Provinces & Discount Co Id v Jones (King Clmt) Petersfield County Court

Fletcher v Howard (Salford County Court)

Wood v City Life Assoc Co (Wigan County Court)

Hawkins & Sons v Miln (Southwark County Court)

Cowan Bros Id v Victor Blagden & Co

Northcott v Roche (Cheltenham County Court)

Smith v E & T Pink Id (Southwark County Court)

Woods v Roberts (Bow County Court)

Lewenstein v Yager

Carter & anr v Hall

Carter v Same

Aniline Dye & Chemical Co v A Cross & Sons Id

Engert & Rolfe v Hayward & Wooster (Bristol County Court)

Van Wanghe v Hapke

Sutherland v Heath (Newport County Court)

Finlayson v Harrison (Croydon County Court)

Fisher v Athy (Manchester County Court)

Vigo Motor Trading Corps Id v Knowles (Croydon County Court)

Grieves v Ware & de Freville Id (Bloomsbury County Court)

Hartley, Wilson & Co Id v Feniscilffe Products Co Id

Meyer v G McKean & Co Id

Same v Same

Pope v Simpson (Birmingham County Court)

Van Wanghe v Davis & Rusby Id

Wilson v Cooper & anr (Wigan County Court)

Pictos Id v Phillips Film Co (Westminster County Court)

London & Counties House Property &c Co Id v Woods (Bow County Court)

Same v Tewson (same)

Same v Le Batt (same)

Same v Wright (same)

Same v Jones & anr (same)

Same v Ford (same)

Tilmouth v Newbitt (Gt Grimsby County Court)

Rymer & Co v Walker & Co

Rawlinson v Alger (Bow County Court)

Sam Isaacs Id v Freear (Brighton County Court)

Norman & Wife v Belsize Property Trust Id (Bloomsbury County Court)

Borritt v Robinson (Wandsworth County Court)

South Staffordshire Waterworks Co v Read (Walsall County Court)

South Staffordshire Waterworks Co v Brown (Walsall County Court)

Manasseh v Wm Jacks & Co

William Hurlock Jr Id v Philpot's Garage Id (Lambeth County Court)

Keeling & Walker Id v Sturtevant Engineering Co Id

de la Molina v Lister (Bow County Court)

Cox, McEuen & Co v Cox, McEuen & Co

Kemsley v Bennett & Wife (Lymington County Court)

Saunders v Paggett & Swain

Vale v Grove (Brentford County Court)

Follies of 1919 Id v Hippodrome (Nottingham) Id (Nottingham County Court)

Wilson v Willis

Smith West (indoor) Residential Properties Id v Hisgrove (Wandsworth County Court)

Maxwells v Collins (Bow County Court)

Lambert v Cutts (Birkenhead County Court)

Hovaha v Volkman (Wandsworth County Court)

Stamford v Marriott

Weller & anr v Denlin (Brighton County Court)

Aniline Dye & Chemical Co Id v Churchill

Rapinet v McCleland & anr (Marylebone County Court)

Dixon v McCleland & anr (Marylebone County Court)

Brett v McCleland & anr (Marylebone County Court)

Griffith v McCleland & anr (Marylebone County Court)

Bradley & anr v Morley (Nottingham County Court)

Barrett v Hinckleffe Stooke & Co Id

Watery v Robinson (Westminster County Court)

Ramsey v Great Central Ry Co (Gt Grimsby County Court)

Gordon, Woodroffe & Co v Rootham, Woodward & Co

Horowitz v Luscattin (Salford County Court)

Leckenby & anr v Woolman (Marylebone County Court)

Grossman & Mesak v Turitzky (Turitzky & anr Clmts)

Woods v Greathead (Winchester County Court)

Sarkis Konjonmdjian Id v Beressi

Goodwin v Clifford & Co Clerkenwell County Court

J. Brownlie & Co (Hull) Id v H A Hughes Id

Ball Bros Id v Compania Naviera Sota & Aznar

Messenger v Hutton (Clerkenwell County Court)

Christides v Kalogeropoulos

Ayscough v Sheed, Thomson & Co

Gaye v Arnold & ors (Southwark County Court)

Phelps v Spearling & anr (Wells County Court)

Woolastons v Hart (Bow County Court)

Down v Wooster (Chertsey County Court)

Champion v Clermont & Pattern (Westminster County Court)

Franks v Franks (Whitechapel County Court)

Dabah v Hall

Powell v Trust Houses Id (King's Lynn County Court)

Amis, Swain & Co v Comber Rice Mills Id

Gregson Bros Id v Firth & Co

Mitsui & Co v Donald Campbell & Co

Berne & anr v Pearson (Westminster County Court)

Cohn & Son v Goddard (Minnie Goddard Clmt) (Gloucester County Court)

Read v Denyer (Farnham County Court)

Remmington v Larchin (Wandsworth County Court)

Mitsui & Co Id v Donald Campbell & Co

Scott v Smith & anr (Ipswich County Court)

Nevill v White (Brompton County Court)

Fenton v Barralet (Kingston-on-Thames County Court)

Gilbert Knowles Id v Barytes Zinc, Oxide & Chemical Co

Pearman & Corder Id v A. H. Parker & Sons (Bristol County Court)

## REVENUE PAPER.

English Information.

Attorney-General Solomon Ford, Frederick Ford and Florence Emma Mary Gall (Married woman)

## CASES STATED.

The Plymouth Mutual Co-operative & Industrial Soc Id and the Comms of Inland Revenue

G R Ste

The Co

Mark B

H G Al

Mora

Nevile,

J P Hal

In the M

In the M

Catterall

Horse

Appeals

In re A

Credit

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In re A

Cox,

In re G

Bank

In re R

Truste

In re S

William

general

In re H

(Decem

1921)

In re M

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In re G

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G R Stenson (Surveyor of Taxes) and The Bosch Magneto Co Ltd  
The Commrs of Inland Revenue and John Sansom  
Mark Bromet and James Reith (Surveyor of Taxes)  
H G Alexander, J G Duplessis & Lady K F M Morant, Trustees of John  
Morant (Minor) and T H Butcher (Surveyor of Taxes)  
Neville, Reid & Co Ltd and The Commrs of Inland Revenue  
J P Hall & Co Ltd and The Commrs of Inland Revenue

**PETITIONS UNDER FINANCE ACT, 1894.**

In the Matter of the Estate of the Marquess of Abergavenny, dec  
In the Matter of the Estate of the Marquess of Abergavenny, dec

**DEATH DUTIES.**

In the Matter of Arthur George Earl of Wilton, dec

**PETITION UNDER THE LICENSING (CONSOLIDATION) ACT, 1910.**

Catterall & Swarbrick Ltd and The Commrs of Inland Revenue (re The Bay Horse Hotel, Church St, Paulton-le-Fylde, Lancs)

**APPEALS AND MOTIONS IN BANKRUPTCY.**

Appeals from County Courts to be heard by a Divisional Court sitting in  
Bankruptcy, Pending 31st December, 1920.

In re A Debtor (No. 19 of 1915) Expte The Debtor v The Petitioning Creditor & The Official Receiver (County Court of Devonshire, Plymouth and Stonehouse) (On Dec 15th, 1919, this appl was ordered to stand over with liberty to restore)

In re A Debtor (No 3 of 1909) Expte Isaac Goldstein v Howard William Cox, Trustee (County Court of Northamptonshire, Peterborough)

In re G R Wigzell (No 5 of 1919) Expte David Harte, the Trustee v Barclays Bank Ltd (County Court of Middlesex, Edmonton)

In re R S Wilson (No 18 of 1915) Expte John James Bedney Arter, the Trustee v John Hall (County Court of Shropshire, Shrewsbury)

Motions in Bankruptcy for hearing before the Judge, Pending  
31st December, 1920.

In re Shaw Expte The Official Receiver, Trustee v Oscar Berry and William Alban Richards (November 8, 1920, ordered to stand over generally)

In re H H Milner Expte Ebenezer Henry Hawkins v Charles Joseph Lewsey (December 20, 1920 pt hd and adjd to first Motion day of Hilary Sittings, 1921)

In re M E Lynas Expte F S Salaman, the Trustee v Messrs. Walker and Rowe

In re G E Heyl Expte W B Pritchard and G Pritchard v F S Salaman, the Trustee

**Circuits of the Judges.**

Crown Office,  
7th January, 1921.

Days and places appointed for holding the Winter Assizes, 1921 :—

**NORTHERN CIRCUIT.**

Mr. Justice Acton.

Sir A. A. Tobin, Commissioner of Assize.

Wednesday, 12th January, at Appleby.

Friday, 14th January, at Carlisle.

Tuesday, 18th January, at Lancaster.

Monday, 24th January, at Liverpool.

Monday, 14th February, at Manchester.

**SOUTH-EASTERN CIRCUIT (FIRST PORTION).**

Mr. Justice Rowlatt.

Wednesday, 12th January, at Huntingdon.

Friday, 14th January, at Cambridge.

Wednesday, 19th January, at Ipswich.

Tuesday, 25th January, at Norwich.

Tuesday, 1st February, at Chelmsford.

**OXFORD CIRCUIT.**

Mr. Justice Darling.

Mr. Justice Sankey.

Tuesday, 11th January, at Reading.

Saturday, 15th January, at Oxford.

Wednesday, 19th January, at Worcester.

Monday, 24th January, at Gloucester.

Monday, 31st January, at Monmouth.

Saturday, 5th February, at Hereford.

Friday, 11th February, at Shrewsbury.

Thursday, 17th February, at Stafford.

**WESTERN CIRCUIT.**

Mr. Justice Bailhache.

Mr. Justice Shearman.

Saturday, 15th January, at Devizes.

Friday, 21st January, at Dorchester.

Tuesday, 25th January, at Taunton.

Saturday, 29th January, at Bodmin.

Saturday, 5th February, at Exeter.

Monday, 14th February, at Winchester.

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## NORTH WALES AND CHESTER CIRCUIT.

Mr. Justice Lush.  
Mr. Justice Swift.

Wednesday, 12th January, at Welshpool.  
Saturday, 15th January, at Dolgellau.  
Tuesday, 18th January, at Carnarvon.  
Saturday, 22nd January, at Beaumaris.  
Thursday, 27th January, at Ruthin.  
Monday, 31st January, at Mold.  
Friday, 25th February, at Chester.

## MIDLAND CIRCUIT.

Wednesday, 12th January, at Aylesbury.  
Tuesday, 18th January, at Bedford.  
Friday, 21st January, at Northampton.  
Wednesday, 26th January, at Leicester.  
Monday, 31st January, at Oakham.  
Tuesday, 1st February, at Lincoln.  
Monday, 7th February, at Nottingham.  
Monday, 14th February, at Derby.  
Wednesday, 23rd February, at Warwick.  
Monday, 28th February, at Birmingham.

## SOUTH-EASTERN CIRCUIT (SECOND PORTION).

Mr. Justice Bray.

Friday, 11th February, at Hertford.  
Tuesday, 15th February, at Maidstone.  
Wednesday, 23rd February, at Guildford.  
Wednesday, 2nd March, at Lewes.

## Winding-up Notices.

## JOINT STOCK COMPANIES.

## LIMITED IN CHANCERY.

*London Gazette*.—TUESDAY, Jan. 4.

THE GUARANTEED LENS CO. LTD.—Creditors are requested, on or before Feb. 3, to send in their names and addresses, and particulars of their debts or claims, to Frank Winter, 1, Duke-st., St. James's, S.W., liquidator.

AJAX TOY AND STATIONERY CO. LTD.—Creditors are required, on or before Feb. 8, to send in their names and addresses, and the particulars of their debts or claims, to John William Astin and Joseph Simister, 16, Firth-st., Oldham, liquidators.

THE WHITTESLEY FLOUR MILLS LTD.—Creditors are required, on or before Jan. 10, to send in their names and addresses, and the particulars of their debts or claims, to Mr. Thomas E. McEwan, 5, Little George-st., Westminster, liquidator.

WILLIAM GILRYPS & CO. LTD.—Creditors are required, on or before Feb. 21, to send in their names and addresses, with particulars of their debts or claims, to Norman Abbott, 4, Chapel-walks, Manchester, liquidator.

SWEARS & WELLS LTD.—Creditors are required, on or before Feb. 15, to send in their names and addresses, and the particulars of their debts or claims, to Sir William Barclay Pent, 11, Ironmonger-ls., liquidator.

BARRATT (K.L.) LTD.—Creditors are required, on or before Feb. 4, to send in their names and addresses, and the particulars of their debts or claims, to John Yates, Burlington-chmrs., Keighley, liquidator.

ASKERN ESTATES CO. LTD.—Creditors are required, on or before Jan. 12, to send in their names and addresses, and the particulars of their debts or claims, to Henry Gilbert Livesidge, Imperial Buildings, Rotherham, liquidator.

HARRISON & VILES LTD.—Creditors are required, on or before Feb. 15, to prove their debts to A. E. Woodington, 5, Philpot-ls., E.C., liquidator.

*London Gazette*.—FRIDAY, Jan. 7.

BRACHT & CO. LTD.—Creditors are required, on or before Feb. 14, to send in their names and addresses, and the particulars of their debts or claims, to Geoffrey Bostock, 21, Ironmonger-ls., E.C.2, liquidator.

ROTHON & CO. LTD.—Creditors are required, on or before Jan. 25, to send in their names and addresses, and the particulars of their debts or claims, to A. H. King Farlow, 50, Gresham st., E.C.2, liquidator.

CHAPELIER LTD.—Creditors are required, on or before Feb. 18, to send in their names and addresses, and the particulars of their debts or claims, to Edith May Suggate, 16, Bourke-st., liquidator.

BRISTOL & DOMINIONS PRODUCERS' ASSOCIATION LTD.—Creditors are required, on or before Feb. 23, to send in their names and addresses, with particulars of their debts or claims, to Alfred John Gardner, 5, Unity-st., Bristol, liquidator.

ABOE LAKE MINING CO. LTD.—Creditors are required, on or before Jan. 24, to send in their names and addresses, and the particulars of their debts or claims, to A. Gilruth, 34, Clement-st., E.C.4, liquidator.

CO-OPERATIVE SLAUGHTERIES LTD.—Creditors are required, on or before Feb. 12, to send in their names and addresses, and the particulars of their debts or claims, to Dennis Neale, 1, Church-st., Old Jewry, liquidator.

PROCKTER & BEVINGTON LTD.—Creditors are required, on or before Feb. 18, to send in their names and addresses, and the particulars of their debts or claims, to Thomas Fratric Miller, 614, Fore-st., E.C.2, liquidator.

FEINSCHEIFFER PRODUCTS CO. LTD.—Creditors are required, on or before Jan. 10, to send in their names and addresses, with particulars of their debts or claims, to Archibald Yeardsley, 27, Berners-st., Manchester, liquidator.

M. H. BLANCHARD & CO. LTD.—Creditors are required, on or before Mar. 1, to send in their names and addresses, and the particulars of their debts or claims, to William Henry Crocker, 20-23, Pearl-bridge, Portsmouth, liquidator.

OWENS DEVELOPMENT SYNDICATE LTD.—Creditors are required, on or before Jan. 21, to send in their names and addresses, and particulars of their debts or claims, to Herbert A. Plumb, 90, Cannon-st., liquidator.

PEDIGREE STUD & LIVESTOCK FARM LTD.—Creditors are required, on or before Feb. 28, to send in their names and addresses, and the particulars of their debts or claims, to Joseph Stephenot, 23, King-st., Cheapside, liquidator.

HENDENS TRUST LTD.—Creditors are required, on or before Jan. 20, to send in their names and addresses, with particulars of their debts or claims, to Henry James Weston, 3, London Wall-bridge, E.C.2, liquidator.

DREDGE & CO. LTD.—Creditors are required, on or before Jan. 21, to send in their names and addresses, and full particulars of their debts or claims, to W. H. Dredge, 15, Alderman-st., E.C.1, liquidator.

HUNDREBY BREWERY LTD.—Creditors are required, on or before Feb. 16, to send in their names and addresses, and full particulars of their debts or claims, to William Tate, 9, Central Bank-chmrs., Leeds, liquidator.

## Resolutions for Winding-up Voluntarily.

*London Gazette*.—TUESDAY, Jan. 4.

Whitehall & Co. Ltd.  
The Lime Street Picture House Ltd.  
Pritchett & Gold and Electrical Power Storage Co. Ltd.  
The Ajax Toy and Stationery Co. Ltd.  
Steel Stampings Ltd.  
Camstan Leather Syndicate Ltd.  
James M. Brierley Ltd.  
The Whittlesley Flour Mills Ltd.  
Leggs & Birrell Co. Ltd.  
The Woldaston Conservative Co. Ltd.  
Asker Estates Co. Ltd.  
Victoria Rooms Co. Ltd.  
Inter-Ally Trade & Banking Corporation Ltd.

Montgomerie & Workman Ltd.  
Upsons Ltd.  
Clifford Brothers Ltd.  
Cosmo Press Ltd.  
Howard Houder and Partners Ltd.  
Thomas & Corbett Ltd.  
The Deltofa (Ceylon) Tea and Rubber Plantations Ltd.  
Swars & Wells Ltd.  
B. Eilen & Co. Ltd.  
William Perch & Co. Ltd.  
Bullen Brothers & Sons Ltd.  
St. Andrew Provision Co. Ltd.  
Inter-Ally Trade & Banking Corporation Ltd.

*London Gazette*.—FRIDAY, Jan. 7.

Oxford's Parchment Coated Puddings Ltd.  
The Banwell Gas & Coal Co. Ltd.  
Bracht & Co. Ltd.  
Southam Downs Development Co. Ltd.  
Mayrow Industrial Systems Ltd.  
The Verdin Syndicate Ltd.  
H. Battarbee Ltd.  
Orange River ostrich Farm Syndicate Ltd.  
Leonesa Mines Ltd.  
C. Banks & Co. Ltd.  
Hewitt & Co. (Tailors) Ltd.  
A. G. Jones & Co. (Sheffields) Ltd.  
Co-Operative Slaughteries Ltd.  
Fisher & Ludlow Ltd.  
H. Morley Phillips & Co. Ltd.  
Grand Hotel (Hanley) Ltd.  
Thomas Burney & Sons Ltd.  
Aircraft Transport and Travel Ltd.  
London Business Premises Ltd.  
M. Browne & Co. Ltd.

Court Theatre Syndicate Ltd.  
Hundreby Brewery Ltd.  
The Dee Mineral Water Co. Ltd.  
J. E. Williamson & Co. Ltd.  
Drayton Gardens Garage Ltd.  
Berkshire Fruit & Vegetable Society Ltd.  
The Charles Urban Trading Co. Ltd.  
Adler & Co. Ltd.  
Haywood & Co. Ltd.  
Owen's Development Syndicate Ltd.  
Vulcan Trading Corporation Ltd.  
Component Munitions Ltd.  
The Improved Open Hearth Furnace Co. Ltd.  
Proctor & Bevington Ltd.  
Lavington Brothers (Parks) Ltd.  
F. L. & W. W. Ltd.  
The Blair Open Hearth Furnace Co. Ltd.  
J. J. Metcalf & Co. Ltd.  
E. Uzelli & Co. Ltd.

## Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

*London Gazette*.—TUESDAY, Jan. 4.

ADAMSON, MISS JOANNA MARIA, Cheltenham. Jan. 31. Winterbotham, Gurney & Co., Cheltenham.  
ARMITAGE, HAROLD GEORGE, Faringdon, nr. Bradford. Jan. 31. Cameron, Kemm & Co., Old Broad-st., E.C.2.  
BALDWIN, ROBERT PERCY, Weare Gifford, Devon. Farmer. Feb. 12. Reginald Boase, Great Torrington, Devon.  
BATTEN, MRS. JANE ELIZA, Cheltenham. Jan. 31. Winterbotham, Gurney & Co., Cheltenham.  
BOTTOMELEY, SAMUEL, Leeds. Jan. 31. Scott & Turnbull, Leeds.  
BOWER, JOSEPH ROBERT, Droylsden, Lancs. Feb. 12. Frederick Hamer, Ashton-under-Lyne.  
BROWN, ALLEN, King's Heath, Birmingham. Jan. 31. Gem & Co., Birmingham.  
CLARKE, JOSEPH TRACHER, Harrow, Adviser to Kodak Ltd. Feb. 12. Kerly, Sons & Karuth, Austin Friars, E.C.2.  
CRANKSHAW, THOMAS, Blackpool. Feb. 15. Ascroft, Whiteside & Co., Blackpool.  
DAY, REVEREND CHARLES HOLLYM in Holderness, York. Feb. 1. Park & Son, Hull.  
DENNING, ELISABETH FANNY, Birmingham. Feb. 3. Lane, Chatterton & Co., Birmingham.  
DALL'ORSO, DON VIRGILIO, Chichago, Peru. Merchant. Jan. 14. Robinson & Blaber, Philpot-ls., E.C.3.  
DYSON, REVEREND WILLIAM, Hatfield, nr. Doncaster. Jan. 20. W. Lindsay Crawford, Doncaster.  
EATON, JOHN BUCKLEY, Sheffield. Feb. 28. William Irons, Sheffields.  
FIFE, ELEANOR TOWNSEND, Kensington. Feb. 8. Trinder, Capron & Co., Leadenhall-st., E.C.3.  
FIDY, MARY ANN, Wanstead, Essex. Feb. 1. Sterns, Stratford, E.15.  
GREENWOOD, DR. JAMES, Leyton, Doctor of Medicine. Feb. 1. Rowe & Maw, Norfolk-st., E.C.2.  
HAMMOND, KATHLEEN SAUNDERS, Toronto, Canada. Feb. 17. Freeman & Cooke, Surrey-st., W.C.2.  
HARBORD, REV. HARRY, Bolney, Sussex. Jan. 29. Williams & James, Norfolk-house, Thames Embankment, W.C.2.  
HAYWOOD, JAMES HENRY, Swadlincote, Derby, Saddler. Feb. 14. Drewry & Newbold, Burton-on-Trent.  
HEMPSTEAD, ROBERT WILLIAM, Pidley, Hunts. Mar. 31. H. Copley, St. Ives, Hunts.  
HENEGHAN, MRS. MARY ANNA, Cheltenham. Jan. 31. Winterbotham, Gurney & Co., Cheltenham.  
HICKLEY, HASTING GILBERT, Norwood, Ceylon. Feb. 17. Freeman & Cooke, Surrey-st., W.C.2.  
HURST, CROWTHER, Fartown, Huddersfield. Flock Merchant. Feb. 1. John Sykes, Huddersfield.  
HOWIE, ISABELLA, Bootle, Lancs. Jan. 28. R. Mills Roberts, Liverpool.  
JEFFERY, JAMES OCTAVIUS, Acton, W.3. Hotel Proprietor. Jan. 31. Cox & Co., Tower Royal, E.C.4.  
KEDSLIE, ROBERT BROTHIE, Cochin, Malabar Coast, South India. Jan. 31. Batchelor, Batchelor & Pirks, Outer Temple, W.C.  
KERSHAW, EDMUND WILLIAMS, Hanover-sq. Feb. 14. Robins, Hay, Waters & Hay, 9, Lincoln's Inn Fields, W.C.  
KING, ELISABETH BRUCE, Beckenham. Feb. 5. Kling, Wigg & Brightman, Queen Victoria-st., E.C.4.  
LANCASTER, CHARLES, Biddulph Moor, Staffs., Stonemason. Feb. 14. R. Heaton & Son, Stoke-on-Trent.  
LAWLER, ARTHUR JOSEPH, York. Feb. 28. J. H. Turner, High Ousegate, York.  
LIMMER, GEORGE REUBEN, Spalding, Lincoln. Feb. 4. Calthrop & Leopold Harvey, Spalding.  
McDONELL, MRS. MARION, Cheltenham. Jan. 31. Winterbotham, Gurney & Co., Cheltenham.  
MILLARD, KATE, Southampton. Feb. 1. J. K. Nye & Donne, Brighton.  
MURRAY, ERNEST, Witney, Accountant. Jan. 22. Henry F. Galpin, Witney, Oxon.  
NEVILLE, HON. GEORGE MONTACUTE, Hove. Jan. 29. Williams & James, Norfolk-house, Thames Embankment, W.C.2.  
NUNN, ALICE ISABEL, late Shanklin, Isle of Wight. Feb. 15. Hastings, Lincoln's Inn-fields, W.C.2.  
PATTISON, SAMUEL FRANCIS, Ruskington, Lincoln, Builder. Jan. 31. Peake, Snow & Co., Stamford, Lincoln.  
PRIAULX, RICHARD HOBLE, EDWARD, BARON GLENCONNER, Queen Anne's-gate. Feb. 15. Hastings, Lincoln's Inn-fields, W.C.2.

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 RAM, ABEL JOHN, Great Berkhamstead, Feb. 8. Kirby, Millett & Aycough, The Sanctuary, Westminster.  
 RHODES, SAMUEL, Morley, Yorks., Woolen Manufacturer, Feb. 12. Calvert & Son, Leeds.  
 ROBINSON, GEORGE, Far Headingley, Leeds, Merchant, Feb. 1. J. B. Brooke & Dyer, Leeds.  
 SATCHWELL, FREDERICK JAMES, Aylesbury, Bucks, Feb. 3. Rubinstein, Nash & Co., Raymond-biggs, Gray's Inn, W.C.1.  
 SELSON, ALICE, Gerrard's Cross, Feb. 3. Rubinstein, Nash & Co., Raymond-biggs, Gray's Inn, W.C.1.  
 SEWELL, ALFRED, Leigh-on-Sea, Essex, Feb. 15. George Turner & Osborn, Leadenhall-st., E.C.3.  
 SHAW, FRANK WATSON, Wokingham, Feb. 14. Crosley & Burn, Moorgate-st.-bldgs.  
 TATNER, FRANK, Bangkok, Siam, Feb. 5. Pritchard, Englefield & Co., Little Trinity-lane, E.C.1.  
 THRALE, HANNAH MARIA, St. Albans, Herts, Feb. 3. Rubinstein, Nash & Co., Raymond-biggs, Gray's Inn, W.C.1.  
 TRAFALGAR, RIGHT HONBLE. EDWARD HENRY, BARON DIGBY, Cerne Abbas, Dorset, Feb. 14. Dawson & Co., New-sq., W.C.2.  
 VINCENT, MARIA, Walton-on-the-Hill, Feb. 28. Marshall, Liddle & Downey, Croydon.  
 VIVIAN, MARY ANN, St. Leonard's-on-Sea, Jan. 30. Elliott & Harding, Hastings.  
 WAKEHAM, WILLIAM, Tooting, S.W., Feb. 15. Adkin & Son, Salter's Hall-st., E.C.4.  
 WALFORD, HOWARD JOSEPH, Hamilton-ter., N.W.8, Feb. 3. Rubinstein, Nash & Co., Raymond-biggs, Gray's Inn, W.C.1.  
 WILSON, CHARLES, Coggeshall, Essex, Feb. 25. George Turner & Osborn, Leadenhall-st., E.C.3.  
 WOOD, THOMAS, Preston in Holderness, Cowkeeper, Feb. 1. Park & Son, Hull.  
*London Gazette*.—FRIDAY, JAN. 7.  
 ALDRIDGE, ADELINA MARION GRAY, Weston-super-Mare, Feb. 1. Smith, Sons & Ford, Weston-super-Mare.  
 ALLAN, JOHN HOPE, Sheffield, Jan. 31. Sam. U. Blackburn, Sheffield.  
 ALLEN, THOMAS, Dulwich, Feb. 1. Parry, Gibson & Oldershaw, Lincoln's Inn-fields, W.C.2.  
 ANTHONY, EVERARD PERCIVAL, Bedford, Feb. 14. Garrard & Anthony, Worcester.  
 ASHEY, JANE GUNNING, Brighton, Feb. 8. Grant McLean, Surrey-st., W.C.2.  
 BARRON, CELIA LOUISA FAULKNER, Eastbourne, Feb. 4. E. O. Langham, Eastbourne.  
 BAXTER, ARTHUR ROBERT, Birmingham, Mar. 1. James, Rigby, Son & Brown, Birmingham.  
 BEST, THOMAS SYLVESTER, Tunbridge Wells, Feb. 11. Cheale & Son, Tunbridge Wells.  
 BETHELL, ALFRED JAMES, Mayfair, Feb. 4. Lee & Pemberton, Lincoln's Inn-fields, W.C.2.  
 BENSON, BEN, Bristol, Hardware Merchant, Feb. 8. F. E. Metcalfe, Bristol.  
 BIXON, FREDERICK, Addingham, Yorks, Feb. 8. Gordon, Hunter & Duncan, Bradford.  
 BLACKMORE, WILLIAM THOMAS, Beldminster, Bristol, Feb. 12. Clarke, Sons & Press, Bristol.  
 BOOT, GERTRUDE ALICE, Brixton, S.W., Feb. 20. H. W. Clarkson, New-sq., W.C.2.  
 BROWN, LEWIS, Lightcliffe, Staffs Tenterer, Feb. 14. Chambers & Chambers, Brighthouse.  
 BUCKLAND, JETHRO, Winnipeg, Canada, Feb. 14. Bischoff, Cox, Bischoff & Thompson, Great Winchester-st., E.C.2.  
 CHURCH, MARGARET ISABELLA, Sussex-gdns., Hyde Park, Feb. 28. Finch, Jennings & Tree, Gray's Inn, W.C.1.  
 COCKS, THOMAS HENRY, Preston, Lancs, Feb. 1. Houghton, Myns & Reveley, Preston.  
 COREY, ELIZABETH, Rutland-st., Hyde Park, Mar. 1. Herbert Oppenheimer, Nathan & Vandyk, Finsbury-qr., E.C.2.  
 COLE, RICHARD, Skewen, Glam., Jan. 31. Hanson & Nash, Swansea.  
 COOK, GEORGE HOME, Bowdon, Chester, Feb. 21. Milne, Bury & Lewis, Manchester.  
 CORDERY, CAPTAIN CHARLES, Fleet, Hants, Feb. 8. Ernest Nash, Fleet, Hants.  
 CULLES, WALTER DOUGLAS, Leatherhead, Merchant, Feb. 9. Malkin & Co., Martin's-lane, E.C.4.  
 CUMBERLIDGE, HARRY ALTHAM, Woking, Feb. 17. Balley, Shaw & Gillett, Berners-st., W.I.  
 DUCKWORTH, ARTHUR DOWNS, Marple, Chester, Commission Agent, Feb. 1. E. Chatham & Co., Manchester.  
 EDMOND, HENRY EDWARD, Tetbury, Glos., Feb. 10. Spencer, Gibson & Son, E.C.4.  
 EVANS, SARAH JANE, Minsterley, Salop, Feb. 10. G. M. G. Mitchell, Shrewsbury.  
 FOISTER, EDWARD LOVEL, Cheltenham, Metal Merchant, Feb. 5. Ingledeow, Sons & Crawford, Swindon.  
 FRANKLIN, LOUIS HUGH, Highbury Park, Jan. 29. Courtenay, Croome & Finch, Lombard-st., E.C.4.  
 GALLOWAY, MARY, Timperley, Chester, Feb. 8. Brett & Co., Manchester.  
 GEDGE, BEATRICE FRANCES JOSEPHINE, Piford, Woking, Feb. 10. Stevens & Flinn, Farnham, Surrey.  
 GIBSON, FRANKLIN, Guiseley, Mar. 1. J. H. Richardson & Sons, Bradford.  
 GRUCHY, WILLIAM LAWRENCE DE, Islington, Feb. 14. Meynell & Pemberton, Old Queen-st., S.W.1.  
 HELMING, JOHANN THEODORE THILO, Birmingham, Tailor, Feb. 21. Freeland & Passey, Birmingham.  
 HEMINGWAY, ELIZABETH, Earlsheaton, Dewsbury, Feb. 1. Ridgway & Ridgway, Dewsbury.  
 HENDERSON, MARY BICKFORD, Chelston, Torquay, Feb. 5. Kitsons, Hutchings & Easterbrook, Torquay.  
 HUTCHINSON, WALTER STEWART, West Bridgford, Mar. 1. Vint, Hill & Killick, Bradford.  
 JACRETT, FLORENCE GERTRUDE, Snodland, Kent, Feb. 4. Monkton, Son & Collis, Maidstone.  
 JAY, EMMA ESTHER, Tunbridge Wells, Feb. 8. Hunter & Haynes, New-sq., W.C.2.  
 JOACHIM, EMIL BENJAMIN, Regent-st., Feb. 8. W. W. Boe & Co., 28, Great James-st., W.C.2.  
 KENT, SAMUEL, Rotherham, Feb. 14. Oxley & Coward, Rotherham.  
 MAULE, MISS EMILY ANN, Barnet, Feb. 12. Boyes & Son, Barnet, Herts.  
 MORAN, GEORGE HENRY, Wem, Salop, Chemist, Feb. 28. Lucas, Salt & Glover, Wem, Salop.  
 NELSON, MARTHA, Lytham, Lancs, Feb. 9. Arthur Payne, Manchester.  
 NEWALL, SAMUEL, Winsford, Jan. 31. Jno. H. Cooke & Sons, Winsford.  
 O'DOWDA, MARIE JOSEPHINE, Eastbourne, Feb. 4. E. O. Langham, Eastbourne.  
 OGDEN, JAMES HERBERT, Manchester, Solicitor, Feb. 28. Diggles & Ogden, Manchester.  
 RASKEN, REV. WILLIAM HENRY, Byfield, Northampton, Mar. 1. Bangs & Cartwright, Bristof.  
 REYNOLDS, HARTLEY GRANT, Sydney, New South Wales, Feb. 11. Cooper, Baker, Roche & Fettes, Fonthill-st., W.I.  
 SCHOLLES, JOHN HANDEL, Southport, Lancs, Coal Merchant, Feb. 2. Harold Fairbrother, Bolton.  
 SHAND, WILLIAM KENNICK WILLOUGHBY, late a Lieutenant in His Majesty's Norfolk Regiment, Feb. 4. Ellerton & Wilbraham, High Holborn, W.C.1.  
 SHUTE, JOHN, Blackheath, Feb. 7. Devonport, Monkland & Co., Frederick's-pl., E.C.2.  
 SMITH, GEORGE WILLIAM, Botley, Hants, Feb. 19. Park, Smith & Randall, Southampton.  
 SMITH, NEWMAN, Lewisham Hill, Feb. 15. Farmer & Co., Lincoln's Inn-fields, W.C.2.  
 SPAU, TERESA, Rognhampton, April 1. Gibson, Usher & Co., Portugal-st., W.C.2.  
 STAY, WALTER, South Mundham nr. Chichester, Mar. 1. Edgecombe, Hellyer & Robinson, Portsmouth.  
 STEVENS, JULIA HARRIET, Brondesbury, Feb. 5. Archibald Donaldson, Bloomsbury-pl., W.C.1.  
 TARRANT, MISS EMMA, Hastings, Feb. 28. Drake, Son & Parton, Rood-la., E.C.  
 TATTER, WILLIAM ALBERT, Alfred-nd., Paddington, Feb. 12. Culross & Holt, Mineing-la., E.C.  
 WALLS, ROBERT FRANCIS, Fareham, Feb. 11. Wilkinson & Marshall, Newcastle-upon-Tyne.  
 WARDELL, HENRY, Adlestrop, Feb. 7. Guillaume & Sons, Salisbury-sq., E.C.  
 WOOD, JOHN, Spital, Berwick-upon-Tweed, Plumber, Feb. 7. Sanderson, Tiffen & Henderson, Berwick-upon-Tweed.  
 WRIGHTON, DARCY GEORGE, Driffield, Yorks, Feb. 1. Frankish, Kingdon & Wilson, Hull.  
 YOUNG, GEORGE WILLIAM, Escomb, Durham, Farmer, Feb. 3. E. H. Bigland, Bishop Auckland.

## Bankruptcy Notices.

### RECEIVING ORDERS

*London Gazette*—TUESDAY, Jan. 4.

- BRABHAM, ARTHUR MORRIS FREDERICK, Billingborough, General Dealer, Peterborough. Pet. Jan. 1. Ord. Jan. 1.  
 BUNFORD, CHARLES, Barrow-in-Furness, Wire Worker, Barrow-in-Furness. Pet. Dec. 30. Ord. Dec. 30.  
 DOLBY, GEORGE, Great Grimsby, Electrician, Great Grimsby. Pet. Dec. 31. Ord. Dec. 31.  
 FAIR, HENRY, Chichester, Coal Merchant, Brighton. Pet. Dec. 17. Ord. Dec. 31.  
 HARRIS, ASCOTT WILLIAM, Poole, Dental Operator, Poole. Pet. Jan. 1. Ord. Jan. 1.  
 HEGGS, GERTRUDE FLORENCE, Leicester, Blouse Specialist, Leicester. Pet. Jan. 1. Ord. Jan. 1.  
 HOE, ARTHUR DALES, Kingston-upon-Hull, Marine Store Dealer, Kingston-upon-Hull. Pet. Jan. 1. Ord. Jan. 1.  
 HYAM, JOHN, Andover, Hants, Fish Salesman, Salisbury. Pet. Dec. 14. Ord. Dec. 30.  
 LANCASTER, SELBY, Maryport, Cumberland, Auctioneer, Cockermouth. Pet. Dec. 30. Ord. Dec. 30.  
 LITTLEWOOD, JOSEPH HENRY, Ravenfield, nr. Rotherham, Picture Palace Proprietor, Sheffield. Pet. Dec. 31. Ord. Dec. 31.  
 MOBLEY, ALFRED, Old Basford, Notts, Hawker, Nottingham. Pet. Jan. 1. Ord. Jan. 1.  
 REES, EDWARD, Ingoldmells, Lincoln, Grocer, Boston. Pet. Dec. 31. Ord. Dec. 31.  
 SLEIGHBOLD, JOHN RICHARD, Pickering, Yorks., Farmer, Scarborough. Pet. Dec. 31. Ord. Dec. 31.  
 STONEMAN, ROBERT, Exeter, Tailor, Exeter. Pet. Dec. 30. Ord. Dec. 30.

- LITTLEWOOD, JOSEPH HENRY, Ravenfield, nr. Rotherham, Picture Palace Proprietor, Sheffield. Pet. Dec. 31. Ord. Dec. 31.  
 MOBLEY, ALFRED, Old Basford, Notts, Hawker, Nottingham. Pet. Jan. 1. Ord. Jan. 1.  
 REES, EDWARD, Ingoldmells, Lincoln, Grocer, Boston. Pet. Dec. 31. Ord. Dec. 31.  
 RIGG, ROBINSON WIMBURN, Roundhay, Leeds, Film Renter, Leeds. Pet. Dec. 3. Ord. Dec. 31.  
 SLEIGHBOLD, JOHN RICHARD, Pickering, Yorks., Farmer, Scarborough. Pet. Dec. 31. Ord. Dec. 31.  
 STONEMAN, ROBERT, Exeter, Tailor, Exeter. Pet. Dec. 30. Ord. Dec. 30.

Amended Notice substituted for that published in the *London Gazette* of Dec. 21, 1920:—

- LEE, FRANCIS WILLIAM, Ludford, Lincoln, Farmer, Lincoln. Pet. Dec. 17. Ord. Dec. 17.

*London Gazette*—FRIDAY, Jan. 7.

### RECEIVING ORDERS

- ALGRANATI, PIERO, Chiswick, Restaurateur, High Court. Pet. Jan. 3. Ord. Jan. 3.  
 ASHCROFT, MARY, Keighley, Yorks., Draper, Bradford. Pet. Jan. 3. Ord. Jan. 3.  
 DAVIES, LINUS, Whitland, Clothier, Haverfordwest. Pet. Jan. 3. Ord. Jan. 3.  
 BEHR, CHARLES ANGUS EDWARD JR., Loughborough, Leekester. Pet. Jan. 5. Ord. Jan. 5.  
 EARLEY, CHARLES EDWARD, Sydenham, S.E., Manufacturing Upholsterer, Croydon. Pet. Jan. 4. Ord. Jan. 4.  
 EDGAR, WILLIAM THOMAS, Russell-sq., Tailor, High Court. Pet. Jan. 4. Ord. Jan. 4.

- GREENSMITH, FREDERICK ARCHIE, Greenwich, Founder, Greenwich. Pet. Dec. 31. Ord. Dec. 31.  
 HARWOOD, T. E., Accrington, Blackburn. Pet. Dec. 20. Ord. Jan. 4.

- HARRIS, DAVID, and BIRKS, GEORGE, Sheffield, Clothiers, Sheffield. Pet. Jan. 4. Ord. Jan. 4.

- HUBBARD, EDWARD, Southend-on-Sea, Managing Director, Chelmsford. Pet. Dec. 7. Ord. Jan. 3.

- HUMPHRIES, H. T., Barnsbury, Furrier, High Court. Pet. Nov. 23. Ord. Jan. 5.

- LEAVER, FREDERICK BERNARD, Wolverhampton, Butcher, Wolverhampton. Pet. Jan. 3. Ord. Jan. 3.

- MAINE, ALFRED JOHN, Brockmoor, Brierley Hill, Baker, Stourbridge. Pet. Jan. 4. Ord. Jan. 4.

- MARTIN, JAMES WILLIAM ALFRED, Swindon, Tobacconist, Swindon. Pet. Jan. 4. Ord. Jan. 4.

- MIDDARD, GEORGE WIGRAND, Wilson-st., E.C.2., Merchant, High Court. Jan. 19 at 11.30. Bankruptcy-bds.

- MURAT, GUSTAVE, Wilson-st., E.C.2., Merchant, High Court. Pet. Nov. 9. Ord. Jan. 5.

- MURPHY, JOHN, Colne, Lancs., Tailor, Burnley. Pet. Jan. 4. Ord. Jan. 4.

- PRICE, JAMES GEORGE, Llanwrdia, Haulage Contractor, Carmarthen. Pet. Jan. 5. Ord. Jan. 5.

- SANDERS, FRED JAMES, Longton, Stoke-on-Trent, Fancy Draper, Hanley. Pet. Dec. 18. Ord. Jan. 4.

- SHEPHERD, JOHN WILLIAM, Brigz, Lincolnshire, Roadman, Great Grimsby. Pet. Jan. 3. Ord. Jan. 3.

- SMITH, SYDNEY, and SMITH, ARTHUR, Chilerton, Wilts., Bakers, Frome. Pet. Dec. 18. Ord. Jan. 5.

- TURKE, GEORGE FREDERICK, Thorpe Hesley, nr. Rotherham, Greenhouse, Sheffield. Pet. Jan. 4. Ord. Jan. 4.

- YOUNG, WILLIAM, Ynyslair, Glam., Baker, Pontypridd. Pet. Nov. 20. Ord. Jan. 5.

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